

Coeur d'Alene

CITY COUNCIL MEETING

Sept 1, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Adams, Edinger, Evans, Gookin, McEvers, Miller

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM

August 18, 2015

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room August 18, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans) Members of Council Present
Dan Gookin)
Kiki Miller)
Steve Adams)
Woody McEvers)
Loren Ron Edinger)

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION: An invocation was provided by Pastor Craig Miles with Real Life Ministries CDA.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

AWARD OF MERIT: Deputy Fire Chief Tom Grief, Captain Bieker and Firefighter Anderson thanked Terry Sasser for his life saving CPR efforts on a co-worker at Home Depot in April of this year. That co-worker has since been able to return to work. Captain Bieker presented Mr. Sasser with the award of Merit & Recognition on behalf of the City and the Fire Department. Councilmember Gookin stated that he was on a police ride-along that evening and witnessed the CPR and thanked the Fire Department for saving this person's life.

CONSENT CALENDAR: **Motion** by McEvers, second by Gookin to approve the consent calendar.

1. Approval of Council Minutes for August 4, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for August 24, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. **RESOLUTION NO. 15-038** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-3-12, COEUR D'ALENE PLACE 24TH ADDITION, FINAL PLAT, ACCEPTANCE OF PUBLIC IMPROVEMENTS, MAINTENANCE /WARRANTY AGREEMENT AND SECURITY; APPROVING THE DECLARATION OF SURPLUS OF 25 G.E. LIGHT FIXTURES FROM MCEUEN PARK; AND

APPROVING A BID AWARD AND AGREEMENT WITH BIG SKY
DEVELOPMENT, INC. FOR THE B-INTERCEPTOR PROJECT FOR THE
WASTEWATER UTILITY.

ROLL CALL: Gookin Aye; Evans Aye; Adams Aye; Edinger Aye; Miller Aye; McEvers Aye.
Motion Carried.

COUNCIL COMMENTS:

Councilmember Gookin said he has received requests to move the public comment section to the beginning of the Council Agenda. Mayor Widmyer stated it would be moved up on the next meeting agenda.

Councilmember Miller said her mother is in town from Montana and has expressed how beautiful our city is and thanked her for visiting.

Mayor Widmyer stated that the City is in need of student representatives from School District 271 to serve on City committees, commissions and boards. Please contact Amy Ferguson at 666-5754 if you are interested in serving in that role.

RESOLUTION NO. 15-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE ACCEPTANCE OF AN AGREEMENT FOR THE TRANSFER OF FORMER BNSF RAILROAD PROPERTY LOCATED IN IGNITE CDA'S RIVER DISTRICT AND APPROVING THE ACCEPTANCE OF THE PROPERTY PURSUANT TO A QUITCLAIM DEED.

STAFF REPORT: City Attorney Mike Gridley explained that the City and Ignite CDA recently purchased railroad property. The intent of the property purchase was that it be used for a trail, public access, and the expansion of the Mill River Park. Ignite CDA would like to donate their portion of the property within their districts for public use. This will allow for the Mill River Park expansion and a potential trail or parking within the area.

MOTION: Motion by Evans, seconded by Edinger, to approve **Resolution No. 15-039** Authorizing an Agreement with Ignite CDA for the donation of Burlington Northern Santa Fe (BNSF) right-of-way.

DISCUSSION: Councilmember Gookin asked if BNSF has a current easement on the west end of the property. Mr. Gridley confirmed that there is a railroad easement and explained that they currently need the track for one train that services the Post Falls line. The City has an easement to build a bike path along that area. Councilmember Gookin expressed concern that the contract says the City has to use the property for the purposes designated within the Urban Renewal Plan and that plan is vague. Mr. Gridley explained that the plan is designed to have maximum flexibility to make the most of opportunities presented to the community. Councilmember Edinger said that the agreement also states that Ignite CDA is willing to support and/or help the

City with improvements. Mr. Gridley further explained that in discussions over the years Ignite CDA has been very supportive of putting money into the park and trail and have shown a willingness to partner in past projects. Mayor Widmyer asked how development would occur at the trail end at Huetter. Mr. Gridley said that the Post Falls Urban Renewal district includes that portion of the tracks and there have been discussions regarding connections at that point.

ROLL CALL: Evans Aye; Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.
Motion carried.

RESOLUTION NO. 15-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL CREATING A NEW CLASSIFICATION FOR LEAD FIELD WORKER, PAY GRADE 11, IN THE CLASSIFICATION AND COMPENSATION PLAN AND REPEALING AND READOPTING THE RULES GOVERNING FLSA EXEMPT EMPLOYEES INCLUDING REVISIONS TO VACATION AND SICK LEAVE USAGE.

STAFF REPORT: Human Resource Director Melissa Tosi explained that the amendments include an update to the FLSA exempt employees regarding the reporting requirement for sick and vacation leave into four (4) hour increments, rather than 8 hours. The second amendment is adoption of a new position created within the Street Department. This adoption will finalize their reorganization, and has been reviewed and leveled within the compensation plan by BDPA. This was posted throughout the City and no comments were received.

MOTION: Motion by Gookin, seconded by Adams to approve **Resolution No. 15-040** Amending Personnel Rule 1, Section 16, to delete references to vacation and sick leave use and to create Rule XXVI to include vacation and sick leave usage to be reported in half-day increments and approving the new classification of Lead Field Worker; pay grade 11 to the Classification and Compensation Plan.

DISCUSSION: Councilmember McEvers asked what other jobs are classified at a level 11. Ms. Tosi explained that there were some similar field-type positions in Wastewater position and a Utility Worker leveled at 10 in the Water Department.

ROLL CALL: Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.
Motion carried.

RESOLUTION NO. 15-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2014-2015, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF

THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50 1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2014:

GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 237,027	
Administration	294,883	
Finance Department	735,745	
Municipal Services	1,552,600	
Human Resources	246,929	
Legal Department	1,476,346	
Planning Department	549,988	
Building Maintenance	480,102	488,102
Police Department	11,216,460	11,483,036
Drug Task Force	25,710	
ADA Sidewalks	265,657	
COPS Grant	169,690	
Fire Department	8,265,708	8,719,739
General Government	49,150	
Engineering Services	1,287,825	1,736,127
Streets/Garage	2,515,577	2,927,708
Parks Department	1,869,944	1,892,744
Recreation Department	796,341	835,211
Building Inspection	842,057	
TOTAL GENERAL FUND EXPENDITURES:	\$ 32,877,739	\$ 34,528,449
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,387,111	1,389,811
Community Development Block Grant	359,966	
Impact Fee Fund	194,956	
Parks Capital Improvements	244,000	413,550
Annexation Fee Fund	117,000	
Insurance / Risk Management	420,000	
Cemetery Fund	284,190	
Cemetery Perpetual Care Fund	97,500	

Jewett House	67,089	
Reforestation/Street Trees/Community Canopy	68,500	
Arts Commission	6,750	
Public Art Funds	210,600	
TOTAL SPECIAL FUNDS:	\$ 3,457,662	\$ 3,629,912

ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 535,600	605,600
Water Fund	8,325,955	
Wastewater Fund	14,709,771	14,790,771
Water Cap Fee Fund	700,000	
WWTP Cap Fees Fund	1,913,000	
Sanitation Fund	3,560,334	3,795,334
City Parking Fund	220,840	
Drainage Fund	1,179,109	1,356,574
TOTAL ENTERPRISE EXPENDITURES:	\$ 31,144,609	\$ 31,708,074
FIDUCIARY FUNDS:	\$ 2,575,420	
STREET CAPITAL PROJECTS FUNDS:	3,257,500	3,442,600
DEBT SERVICE FUNDS:	1,249,015	
GRAND TOTAL OF ALL EXPENDITURES:	\$ 74,561,945	\$ 77,133,470

STAFF REPORT: Finance Director Troy Tymesen explained that the annual Appropriation Ordinance is allowed to be amended via Idaho Code to reflect unanticipated revenues and/or expenditures. The amendment requested in in the amount of \$3,641,525. This amendment reflects items such as the GO Bond sale, retirement leave payout, state and federal grants, police vehicle purchases, leased grader, two sweeper replacements and a storage structure at Person Field. He clarified that the amendment reflects \$1,212,121 from the General Fund and \$1,508,589 from the Fund Balance to cover expenses and that the remaining \$920,815 will come from other funds. This action will include the setting of a public hearing on September 15, 2015.

MOTION: Motion by McEvers, seconded by Adams to approve **Resolution No. 15-041** Fiscal Year 2014-2015 Budget Amendments and scheduling a public hearing for September 15, 2015.

DISCUSSION: Councilmember McEvers asked if this amendment changed the high water mark set previously. Mr. Tymesen explained that the high-water mark is the budget and it is amended through a budget amendment. Councilmember Adams asked if the current Fund Balance is being affected by this amendment. Mr. Tymesen confirmed that the Fund Balance would not be affected. Councilmember Edinger asked for clarification regarding the Parks Capital Improvement Fund. Mr. Tymesen stated that the amendments include the sundial and osprey cameras that were anticipated last year, but this is when the funds were received and when projects were completed. Mayor Widmyer clarified that this is an action to amend the budget to include all projects, expenses, and revenues that were completed this year.

Councilmember Adams noted that some of this is carryover from the prior year and was not unanticipated.

ROLL CALL: Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye.
Motion carried.

COUNCIL BILL NO. 15-1014

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW MUNICIPAL CODE CHAPTER 15.13 TO ADOPT THE 2014 NATIONAL ELECTRICAL CODE AS THE ELECTRICAL CODE FOR THE CITY OF COEUR D'ALENE, REQUIRING PERMITS, AUTHORIZING FEES TO BE SET BY RESOLUTION OF THE CITY COUNCIL AND ESTABLISHING THAT VIOLATIONS OF THIS CHAPTER ARE A MISDEMEANOR PUNISHABLE BY FINE OF NOT MORE THAN \$1,000 OR BY IMPRISONMENT FOR UP TO 180 DAYS OR BOTH SUCH FINE AND IMPRISONMENT, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Building Services Director Ed Wagner explained that various codes related to construction are intertwined and they should be enforced in a uniform manner specifically to address Fair Housing and Energy Code items. He clarified that an Electrical Inspector position is proposed in the fiscal year 2015-2016 budget. The fee structure would mirror the State's current fee structure. He would look to hire the most qualified Electrical Inspector and could have backup from the City of Post Falls and a private consultant. The City would continue to use the State as a resource. The minimum code standard would be adopted, as the State currently has adopted, with no addendums. He explained that he had a recent meeting with stakeholders who were divided on support of this concept. He believes that a one-stop shop and local enforcement of the electrical code is the right thing to do for the citizens.

DISCUSSION: Councilmember Edinger asked how the home builders feel about the change. Mr. Wagner said that three General Contractors at a meeting were in support but the NIBCA Board is against, as well as the electrical contractors. Councilmember McEvers asked for clarification regarding the Memorandum of Understanding with the City of Post Falls and the backup consultant option. Mr. Wagner explained that it would be the same as the Plumbing Inspector agreement, which would entail Post Falls covering inspections if our inspector is ever sick. A Contract Inspector could be used if there is an abundance of work. Councilmember Gookin asked if this would bring uniformity around the state. Mr. Wagner felt it would be similar to the adoption of the Plumbing Code, where they could talk locally regarding interpretations of certain codes and get a feel on how to apply the code and get a uniform understanding and agreement. This would also help with potential code changes in the future and maintain a level of enforcement throughout the state. Councilmember Gookin asked for clarity as to how it could increase uniformity. Mr. Wagner felt it would enhance uniformity and add the additional compliance review with the Energy Code, Fair Housing and other codes. Mr. Wagner clarified that there is one state inspector that primarily handles inspections within Coeur

d'Alene. He further explained that they tracked permits through the state and the least amount of fees collected was \$99,000 in 1996, but the average is \$124,000 and the City would receive 10%. Councilmember McEvers clarified that it would be 10% for doing nothing and that the State is now offering 30% and plan review for no impact on city staff. Mr. Wagner clarified that the plan review would be for only the Electrical Code, not the Energy Code or Fair Housing. Councilmember McEvers asked who was responsible for the Energy Code. Mr. Wagner explained that the City is; however, it would be more efficient to do it at the time of review with electrical. Councilmember Miller asked if the adoption of the code caused the need for the two positions proposed in the budget. Mr. Wagner clarified that the positions proposed are an Electrical Inspector and a Permit Technician that would also help with addressing. Additionally, they would have some funds to pay for a consultant if needed. He clarified that the fees collected would cover the cost of the program including the wages of the two proposed positions. Councilmember Adams asked for information regarding the offer from the State and any renewal plan. Mr. Wagner explained that the City is currently under an agreement with the State for electrical inspections, so the City could give a 90-day notice and could negotiate a new agreement at any time. Councilmember Miller asked for feedback regarding other cities that have their own electrical inspection programs. Mr. Wagner stated that the City of Lewiston and Moscow have been conducting inspections for a long time and out of the 16 largest cities in Idaho, Coeur d'Alene is the only one not conducting their own inspections. Councilmember Miller asked if this program was not approved could it come back in next year's budget. Mr. Wagner stated that there were no reasons it could not come back.

Councilmember Gookin asked if Mr. Jeffres would answer questions regarding the State offer and the Energy Code. Mr. Jeffres stated that the Energy Code is adopted by the State of Idaho; however, it is not under the purview of the Division of Building Safety (DBS) under electrical permits. He felt that under a new contract they could work on that with the City of Coeur d'Alene as it has not ever been arranged between the city and the state. The DBS has never been contracted to do plan reviews and clarified that the 30% offer is being offered to all cities under contract with the State. Councilmember Gookin asked if any of the cities doing their own inspection have reconsidered. Mr. Jeffres stated that they are currently in discussions with one large city. He clarified that the City of Meridian, the second largest City in the State, continues to contract with DBS and soon the State will also be conducting their building inspections. Councilmember McEvers asked if the Energy Code review could be done by DBS. Mr. Jeffres explained that it could be done in conjunction with the City, but their job is to inspect and permit electrical. Councilmember Edinger asked for clarification regarding the number of inspectors in the Coeur d'Alene office. Mr. Jeffres explained that there is one designated inspector for the Coeur d'Alene area; however there are four inspectors and a supervisor that meet each day and share data who can pick up the load immediately if someone is out sick.

PUBLIC COMMENTS:

Larry Jeffres explained that he has a 31-year relationship with the City and he has pride in the work that DBS does. In the big picture, if the City were to take over electrical inspections it would not be a big deal regarding their bottom line. However, he felt it was important to note that the majority of electrical contractors and NIBCA members surveyed were in favor of retaining DBS to perform duties. They are their customers and it is important to them.

Additionally, they have immediate access to the 130 inspectors throughout the State, which brings additional value to their relationship with the City.

Erik Campbell said that he was the current NIBCA president and that the Board of Directors met and reiterated that they are not in support of the City conducting electrical inspections based on member feedback. Councilmember Miller asked if the survey went to all contractor members or just electrical contractors. Mr. Campbell stated that it was not just members and it was sent out to electrical contractor that pulled a permit in the past 12 months. Councilmember Gookin asked how many NIBCA members were asked their opinion. Mr. Campbell said that there are 15 board members and only one was opposed.

Kevin Vogel said he was licensed in Washington and Idaho and is in opposition to the proposed code adoption. The energy code is included in all the electrical plans.

Chuck Oakland expressed satisfaction with the state inspections and felt he could stay in touch with them when issues arise. He believes the State understands the intricacies of the electrical field. He is opposed to the city code adoption. Councilmember Adams asked how long he has been in business. Mr. Oakland commented that he has been in the trade since 1969. He clarified that he writes his own permits and has the ability to call the State any time he has bumps in the road.

Jim Thorpe expressed concern regarding the highly technical nature of some of the facilities within the City, such as Kootenai Medical Center and the Coeur d'Alene Resort. When there are issues with those types of systems, even the local inspectors have to call the heads of departments at the State due to their lack of experience. The State has a significantly larger group of resources available than the City. He believes that the one-stop-shop for the electrical contractors is the State of Idaho and they are happy with that system. He urged the City to stick with the State. He thinks the 30% back from the state is a good deal. Mr. Thorpe said he was in business since 1969.

Randy Franssen explained that he owns Franssen's Electric and that he works with all entities and has had an exceptional relationship with the State. He has been in business for about 20 years. He believes having the City perform electrical inspections would create more layers of bureaucracies and, if more interpretations are needed, it will slow things down. The electrical contractors are on the hook for the permit so he is not sure how general contractors benefit from the City taking over electrical inspections.

Scott Jordon felt that the City is being offered 20% more from the State than what they are getting now for doing nothing, which is a good deal. He explained that the City has had an electrical inspector in the past, approximately 20 years ago, and did not work out. He knows that there can be up to eight inspections needed in the City at one time, and does not believe that one person would be able to keep up. He reiterated that the energy code requirements are usually on the prints. He believes it would be a big mistake to take over the inspections.

Gary Feindel said he was an electrical engineer and has worked here about a year and half and would like the City to keep the State as the State will have more resources and be a better back up.

Lynn Swindel said he has had a journeyman license since the 1960's and is passionate about vocational education such as KTEC. He watched the state inspections evolve over the years. He explained that people from Spokane are now seeking out better educational opportunities in Idaho because the DBS has been involved in the electrical program at NIC. He was involved in the survey of the electricians and explained that the survey was sent to over 100 contractors that employ electricians, and 65 responded. 97% of the respondents said they wanted the City to keep it the way it is.

MOTION: Motion by Adams, seconded by McEvers, to deny Council Bill No. 15-1014.

DISCUSSION: Councilmember Adams explained that his motion to deny the Municipal Code is due to Mr. Jeffres' assessment of the relationship with the State and the resources at the State level. He agreed that if it is not broke, then do not break it. Councilmember Miller believes it is important to listen to the associations and the people on the street. She asked for clarification regarding the budgeted positions within the Building Department. Finance Director Troy Tymesen clarified that the two new positions would be removed from the proposed budget. Councilmember McEvers stated that Building Services Director has been employed by the City for a long time and this idea came up over the years, and this probably will not be the last time.

ROLL CALL: Adams Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Edinger Aye.
Motion carried.

RECESS: The Mayor called for a 5-minute recess at 7:37 p.m. The meeting resumed at 7:43 p.m.

**COUNCIL BILL NO. 15-1015
ORDINANCE NO. 3515**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY IN THE CORRECTED PLAT OF THE TOWN OF COEUR D'ALENE & KINGS ADDITION, RECORDED IN BOOK "C" OF DEEDS, PAGE 144, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A PORTION OF FRONT AVENUE RIGHT-OF-WAY BETWEEN 2ND AND 3RD STREET AND A PORTION OF 2ND STREET RIGHT-OF-WAY SOUTH OF SHERMAN AVENUE LYING IN THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Deputy City Attorney Warren Wilson explained that the proposed ordinance is based on Council action that occurred on July 7, 2015. At that hearing the Council requested staff seek easements for the existing pedestrian/bicycle paths, landscaping and clearance, which is provided under Resolution No. 15-042.

DISCUSSION: Councilmember Gookin expressed concern regarding the public access easement and the details regarding the walkway height and width. Mr. Wilson clarified that the result will be that what you see currently will be the same layout of the pedestrian/bike paths and clearance will remain the same. Councilmember Miller wanted to clarify that she felt there was a lack of information originally provided by staff to the Council. The reality is that the zoning allows for towers and views and vista may be blocked, but it is allowed by zoning that was changed approximately 10 years ago. Her major concern was that pedestrians and bicyclists would be able to continue to have use through that corridor. Since the last meeting, Councilmember Miller explained that she talked with Welch Comer regarding the public access and felt that her concerns were addressed and that everything the Hagadone Corporation said they would do, they are doing. Councilmember Miller clarified that if Council decided that they wanted to revisit the vacation, it would require a motion to bring it back with a request it be placed on the agenda and seconded by someone who approved it initially, with a majority vote to bring it back, which she was considering. She expressed some discomfort with the easement language. One of her last remaining concerns is public safety with the approval of adding more density within this already congested corridor. Mr. Wilson stated that the easement includes a fire lane; additionally, as they go through the building permit process access issues will be addressed. He believes the easement clarifies loading and unloading locations and time limits that the City did not have previously. Fire Chief Gabriel explained that the easements provide additional assistance to the Fire Department as the Hagadone Corporation has agreed to move the standpipe to a less congested area and the access on 2nd street will be maintained and still meet the Fire Department requirements.

Councilmember Edinger asked if this project would have to go through the Planning Commission and Design Review Commission. Mr. Wilson clarified that once the vacation is approved, they would complete the design and go through the Design Review Commission and then it would go through the building permit process. Councilmember McEvers commented that this is another big step in our City where high rises come into play and he feels the City made the step to trust and square up the easements for public access. He said that sometimes the simple things are the hardest things and that it is difficult to protect views as buildings over three stories will block views which are why there are tradeoffs and why he will support this vacation. Councilmember Evans explained that she will be consistent with her vote last month and clarified that by right a tower could be built over the property that the Hagadone Corporation already owns. She was concerned with the effects it will have on downtown and giving public property away without knowing the design, which she has still not seen, so she will continue to vote against this Ordinance. She felt that she needs the full picture to know the direct impact to downtown. Councilmember Miller expressed appreciation of Mr. Wilson, Mr. Magnuson, and Mr. Barlow for their time answering her questions and for doing what they said they were going to do to protect the public access.

MOTION: Motion by Gookin, seconded by Edinger, to pass the first reading of **Council Bill No. 15-1015**.

ROLL CALL: McEvers Aye; Edinger Aye; Gookin Aye; Evans No; Adams Aye; Miller Aye.
Motion Carried.

MOTION: Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt **Council Bill 15-1015** by its having had one reading by title only.

ROLL CALL: McEvers Aye; Edinger Aye; Gookin Aye; Evans No; Adams Aye; Miller Aye.
Motion Carried.

RESOLUTION NO. 15-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT OBTAINING A UTILITY, PEDESTRIAN AND BICYCLE ACCESS, SIDEWALK AND FIRE LANE EASEMENTS FROM HAGADONE HOSPITALITY CO.

MOTION: Motion by Edinger, seconded by McEvers to approve **Resolution No. 15-042** approving a Utility Easement Agreement for Water, Wastewater and Stormwater Lines and a Pedestrian, Bicycle and Fire Access Easement Agreement with Hagadone Hospitality Co.

DISCUSSION: Councilmember Evans explained that she will vote for the easement for the protection of the public use.

ROLL CALL: Gookin Aye; Evans Aye; Adams Aye; Miller Aye; McEvers Aye; Edinger Aye.
Motion Carried.

V-15-1- VACATION OF THE WATER EASEMENT IN THE RIVERSTONE WEST SILVER PLAT

STAFF REPORT: Engineering Project Manager Dennis Grant explained that the applicant has requested the vacation of a portion of land, containing a water line easement, on the Riverstone West Silver Plat. The water line easement was installed in 2014, and in 2015 a boundary line adjustment was recorded. With the new configuration of the lots, the water line easement is no longer needed. They sent out 20 mailings and received one (1) response that was neutral.

Mayor Widmyer called for public comments with none being received.

MOTION: Motion by McEvers, seconded by Gookin to approve V-15-1; Vacation of the water easement in the Riverstone West Silver Plat.

ROLL CALL: Evans Aye; Adams Aye; Miller Aye; McEvers Aye; Edinger Aye; Gookin Aye.
Motion Carried.

ZC-4-15 - Zone change from R-17 (residential at 17 units/acre) to C-17 (Commercial at 17 units/acre); CDA Enterprises, LLC 3502 N. Fruitland Lane

STAFF REPORT: Planner Sean Holm explained that CDA Enterprises, LLC. has requested a portion of land located at 3502 Fruitland Lane be changed from R-17 to C17. The site was approved for a SUP on March 2013 for a commercial parking lot. On July 14, 2015 the Planning Commission approved the request and forwarded it to the City Council with a vote of 6 to 0. He described the site location and site conditions. He noted that the findings must include the following: that this proposal is or is not in conformance with Comprehensive Plan policies; that public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it suitable for the request at this time; that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses.

Mr. Holm reviewed the existing surrounding land use which is substantially commercial with some mobile home residential and vacant land. Area zoning includes C-17 and MH-8. There are no proposed conditions recommended with this request.

Mayor Widmyer called for public comments.

APPLICANT: Applicant Paul Delay clarified that the property is for lease, not for sale. He explained that the plan for the property use is a future Real Estate, dental, and/or medical type office. The parcel is close to 7 acres; however, 2.1 acres fall into R-17, so there are two different zones on one parcel. He believes this zone change will clean up the property for future use. He noted that 50% of the 2.1 acres is parking and the other 50% is vacant so they do not have any intention to remove the parking. There is a real estate office to the southwest, which is the immediate neighbor and is zoned C-17. The surrounding area is commercial use so he believes the request fits. He stated that he would talk to the neighbor, Ms. Eaton.

Public testimony was closed.

MOTION: Motion by McEvers, seconded by Evans to approve the proposed Zone Change from R-17 to C-17 by CDA Enterprises, LLC, 3502 N. Fruitland Lane, and direct staff to prepare the Findings and Order.

DISCUSSION: Councilmember Gookin asked if parking was relevant to a zone change or if it would be addressed at the building permit time. Mr. Holm explained that if they were dividing the property and retaining the existing use then parking could be considered but that is not the case with this request.

ROLL CALL: Adams Aye; Miller Aye; McEvers Aye; Edinger Aye; Gookin Aye; Evans Aye.
Motion carried.

PUBLIC COMMENTS:

Roy Wargi, Coeur d'Alene, expressed concern about the stop sign failure at 21st and Coeur d'Alene Avenue. He talked to the Police Chief several weeks ago, who stated that he would park motorcycle patrols in his driveway to check out the situation. He has not seen them and has lost faith in the Department. He expressed his displeasure with the City for doing nothing about it.

Gary Feindel, Coeur d'Alene explained that he was recently swimming at Sander's Beach and on the way back to the shore a dog swimming got on his back and scratched him. He called the police who turned it over to Animal Control. Animal Control stated that they could not do anything because the owner of the dog was unknown. He requested the City enforce the no dog ordinance. His concern was that if it were a child in the water, they would be scared for life. Additionally, he asked the Council to fund the Animal Control positions needed. Councilmember Gookin explained that more funding for Animal Control Officers is included in next year's budget.

Amy Lyons, Coeur d'Alene, said that Ignite CDA will be coming to the City with a budget that has been formally adopted and expressed concerns regarding the procedure and culture that created it. She felt that three categories for a \$7 Million budget did not meet the intent of the law and did not believe that expenses/debt services should be lumped together. She emailed the Executive Director and asked when the budget would be on the website and the response indicated that it was never going to be posted. She thinks the urban renewal agency has a culture of arrogance and non-accountability. Councilmember Gookin stated that their intentions are made in the plan and that the plan is vague on purpose and that is why he has been a critic of the organization.

Chet Gaede, Coeur d'Alene, lives in Mill River and serves at the President of the Homeowner's Association. He welcomed the City as the newest owner of the Mill River right-of-way. They are excited to have something occur within the gravel area and would like to be involved. He is thankful that they have Ignite CDA that could purchase the land and donate it back to the City for public use. He is thankful to the City and is thankful for a holistic approach that will be taken to develop the property. Additionally, he is glad public comments will be moved up on the Council agenda.

Dan Panther, Coeur d'Alene, said that he was also a Mill River resident. He commended the Council for purchasing the right-of-way property and felt it was a benefit to Coeur d'Alene to develop the area. He would like the homeowners to be a part of the planning efforts and would like to see additional parks developed along the trail.

ADJOURNMENT: Motion by Gookin, seconded by McEvers that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 8:36 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 500
 Rec No 254515
 Date 08-04-15
 Date to City Council: 8-18-15
 Reg No. _____
 License No. _____
 By _____

Date that you would like to begin alcohol service _____

Check the **ONE** box that applies:

<input checked="" type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
<input type="checkbox"/>	Transfer of ownership of a City license from _____ to _____ with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled only Consumed on premise \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Liquor \$25	Total \$ <u>50.00</u>
<input checked="" type="checkbox"/>	New Application	

Name of Applicant	Shopko Stores Operating Co., LLC	
Name of business where alcohol will be served	Shopko #69	
Business Physical Address	217 W. Ironwood Dr., Coeur d' Alene, ID	
Business Mailing Address	PO Box 19060, Green Bay, WI 54307	
Business Contact	Business Telephone: 208-664-8496	Fax: 920-429-7401
	Email address: <u>Jessica.walske@shopko.com</u>	
If Corporation, partnership, LLC etc. List all members/officers	See attached list	

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

**City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd 1166.65
 Rec No 842643
 Date 08-25-15
 Date to City Council: 09-01-15
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service Oct # 1166.65

Check the **ONE** box that applies: 2015

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
<input type="checkbox"/>	Transfer of ownership of a City license from _____ to _____ with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled only Consumed on premise \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Liquor \$25	Total \$
<input checked="" type="checkbox"/>	New Application	<u>Petition OK</u>

Name of Applicant	<u>Gambrinus LLC</u>
Name of business where alcohol will be served	<u>The Growler Guys CDA</u>
Business Physical Address	<u>225 W Appleway Ave Coeur d'Alene, ID 83814</u>
Business Mailing Address	<u>9303 N Government way #120 Hayden, ID 83835</u>
Business Contact	Business Telephone : <u>5413509714</u> Fax: _____ Email address: <u>laura@thegrowlerguys.com</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Laura Nelson Douglas Nelson</u>

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 06/23/15
Department Name Employee Name Date
Request made by: Estelle Wiks-Duggan 208-667-7006
Name Phone
12138 South Captains Rd. Coeud' Alene 83814
Address

The request is for: / / Repurchase of Lot(s)
/ / Transfer of Lot(s) from David Wiks to Estelle Wiks-Duggan
Niche(s): _____, _____, _____

Lot(s): 12, _____, _____, _____, _____, _____ Block: 21 Section: 9

Lot(s) are located in Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor* Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 4000) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 832630

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes No (1 full burial space remains)
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as: David H. Wiks
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 49.50 per lot.

[Signature] Supervisor's Init. [Signature] Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No. [Signature] 8-6-15
Person making request is authorized to execute the claim: [Signature] Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

**CITY COUNCIL
STAFF REPORT**

DATE: September 1, 2015
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Lake Forest West 1st Addition: Final Plat, Subdivision Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. Council approval of the final plat document, a thirty five (35) lot phase of the Lake Forest West development.
2. Council approval of the furnished subdivision agreement and security.

HISTORY

- a. Applicant: Michael P. Fitzgerald, Sr.
Lake Forest, LLC
8946 Heather Way
Hayden, ID 83835
- b. Location: East of Ramsey Road and south of Canfield Avenue.
- c. Previous Action:
 1. Final plat approval, Lake Forest West plat – July 2014.

FINANCIAL ANALYSIS

The developer is installing cash security in the amount of \$51,399.00 to cover the cost of the required landscape buffer yard for the noted development. Approval of the agreement and security will allow the developer to obtain final plat approval on this phase of the development.

PERFORMANCE ANALYSIS

The developer has installed the required public infrastructure, with the exception of the landscape buffer yard on the dual frontage lots. In order to receive final plat approval prior to the landscape buffer installation, the agreement and bonding are necessary. The term of the agreement stipulates that all of the buffer yard areas will be installed by December 1, 2015, or, the bond will be attached and the requirement enforced by the City.

DECISION POINT RECOMMENDATION

1. Approve the final plat document
2. Approve the subdivision agreement and security.

RESOLUTION NO. 15-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT TO PERFORM SUBDIVISION WORK WITH LAKE FOREST, LLC., MICHAEL P. FITZGERALD, SENIOR MEMBER, FOR LAKE FOREST WEST 1ST SUBDIVISION.

WHEREAS, staff is recommending that the City of Coeur d'Alene enter into an agreement to perform subdivision work, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement to perform subdivision work, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 1st day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

AGREEMENT TO PERFORM SUBDIVISION WORK
Lake Forest West 1st Subdivision

THIS AGREEMENT made this ____ day of September, 2015 between Lake Forest, LLC, with Michael P. Fitzgerald, Sr., Member, whose address is Lake Forest, LLC, 8946 Heather Way, Hayden, ID, 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the Lake Forest West subdivision, a thirty-five (35) lot residential development in Coeur d'Alene, situated in the West ½ of the Southwest Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvement: landscape buffer, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of December, 2015. Said improvements are more particularly described on the submitted estimate dated August 18, 2015 attached as Exhibit "A", signed by Bruce Ramsayer, Landscape Architect, whose address is Riverview Landscape Co., 11363 N. Government Way, Hayden, ID 83835, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, cash security in the amount Fifty One Thousand Three Hundred Ninety Nine and 00/100 Dollars (\$51,399.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF COEUR D'ALENE

LAKE FOREST, LLC

Steve Widmyer, Mayor



Michael P. Fitzgerald, Sr., Member

ATTEST:

Renata McLeod, City Clerk

[Agreement re: Resolution No. 15-____]



riverview landscape co.

landscape architecture & construction
11363 n. government way
hayden, idaho 83835
(208) 762-5445

August 18, 2015

Lake Forest West, LLC
179 East Wilbur Avenue
Coeur d'Alene, ID 83815

Project: Lake Forest West, Phase 2
Coeur d'Alene, ID

PROPOSAL

Bark Mulch (95 CY @ 39.00 ea) **\$ 3,705.00**
(paid direct to Advanced Bark Blowing)

Hydroseeding (9,000 SF @ .07 SF) **\$ 630.00**
(paid direct to North Idaho Hydroseeding)

Landscaping per Plan **\$ 29,931.00**

1. Fine grading (19,000 SF)
2. Drip emitters
3. (980) 1 gal shrubs
4. (281) 2 gal shrubs
5. (33) Alpine Firs

\$ 34,266.—
+ 1.50%

\$ 51,399.— due

Thank you for the opportunity to submit this proposal.


Bruce Ramsayer
Landscape Architect

LAKE FOREST WEST FIRST ADDITION

LOT 11, BLOCK 6 OF LAKE FOREST WEST LYING IN THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS S89°00'E, SHOWN HEREON AND ON P.P. 1 AS THE SOUTHWEST CORNER OF THE QUARTER CORNER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. THE BASIS OF BEARING IS ADJUSTED TO A CONVERGENCE ANGLE OF -30.4767" PER DEGREE SOME DATA OF BEARING ON THE SOUTHWEST CORNER OF SAID SECTION 26.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY SUBSTANCES OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

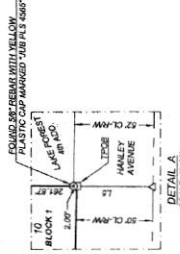
(P-1) PLAT OF LAKE FOREST WEST PREPARED BY L&K CITY ENGINEERING AND FILED AT BOOK 6 OF PLATS, PAGE 664, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- FOUND 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 600"
- FOUND 1/2" REBAR ON AS NOTED
- FOUND 2" ALUMINUM CAP MARKED "PLS 1162"
- FOUND 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 7162"
- SET 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 7162"
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 7162"
- FOUND 2" ALUMINUM CAP MARKED "PLS 1162"
- FOUND 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 7162"
- FOUND 1/2" REBAR ON AS NOTED
- CALCULATED POINT; NOTHING FOUND OR SET

Curve #	Length	Radius	Chord	Bearing	Record Data
C1	47.65'	30.00'	51.00011'	42.87°	N40°04'22"E (P-1)
C2	248.39'	540.00'	260.0024'	244.22°	N77°30'15"E (P-1)
C3	149.17'	460.00'	163.9817'	189.11°	N77°04'15"E (P-1)

Line #	Length	Direction	Record Data
L1	46.55'	S89°25'32"E	(P-1)
L2	181.17'	N83°00'00"E	(P-1)
L3	42.45'	N07°27'42"E	(P-1)
L4	124.88'	S89°25'32"E	(P-1)
L5	90.00'	N07°27'42"E	(P-1)



3

1



L & K CITY ENGINEERING

300 N. SCRIBNER WAY, STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE: 206-275-0230



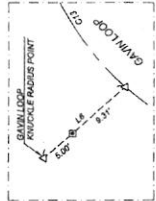
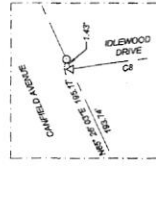
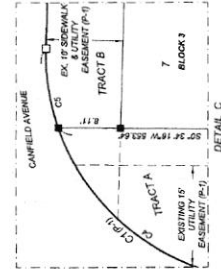
DAVID L. KOENIG
REGISTERED PROFESSIONAL ENGINEER
STATE OF IDAHO
NO. 12345

LAKE FOREST WEST FIRST ADDITION

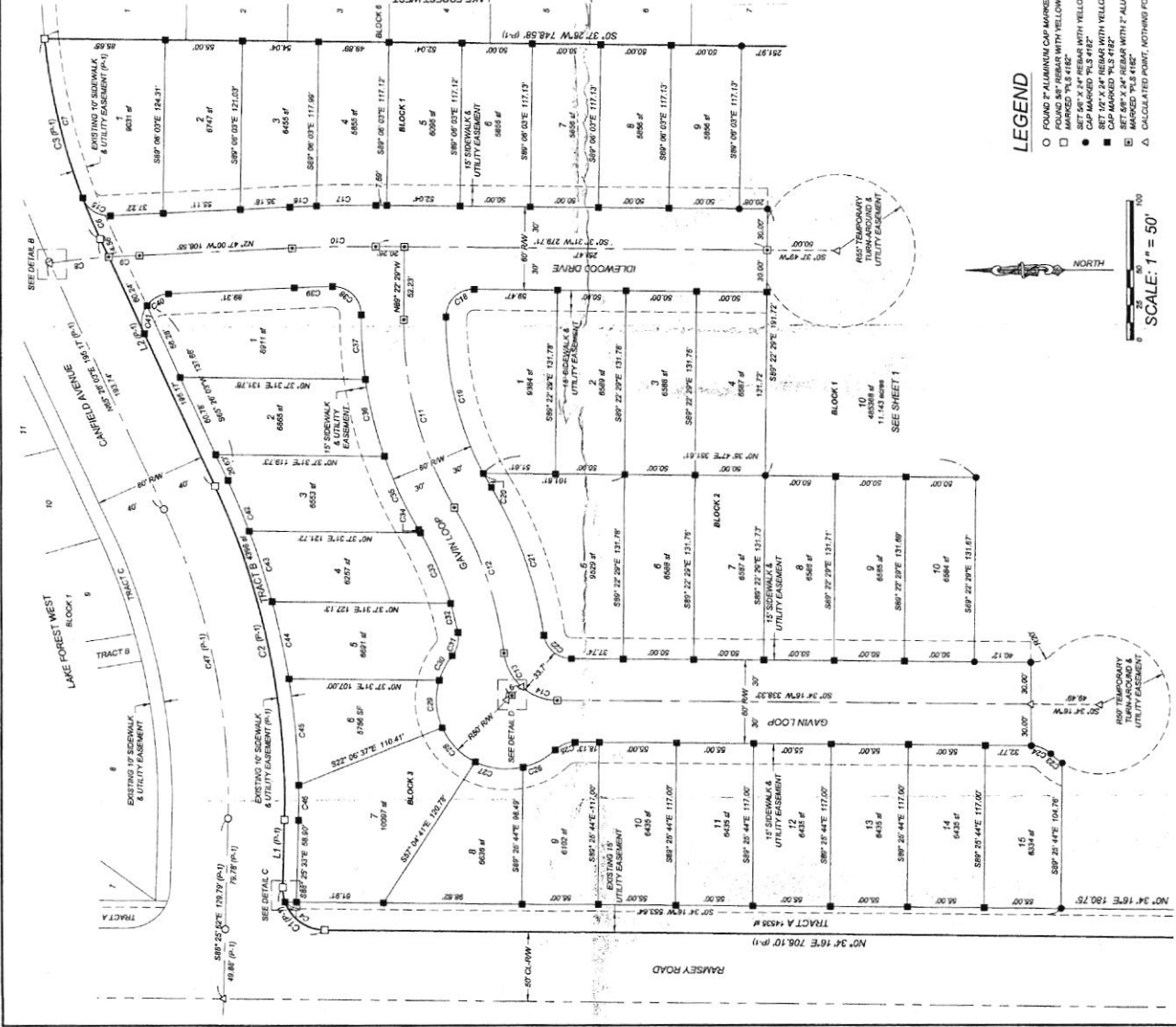
LOT 11, BLOCK 6 OF LAKE FOREST WEST LYING IN THE WEST HALF OF THE
SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Curve Table			
Curve #	Length	Radius	Chord Bearing
C1	47.69	30.00	97°00'11" 42.60' N47°04'02"E
C2	246.35	540.00	26°00'04" 244.22' N74°30'15"E
C3	148.37	460.00	18°30'17" 148.11' N74°43'41"E
C4	38.57	30.00	70°31'44" 34.45' N57°50'48"E
C5	16.22	30.00	20°20'07" 16.02' S81°20'17"W
C6	32.85	460.00	5°10'01" 32.25' S87°34'39"W
C7	117.51	460.00	14°30'10" 117.19' N74°41'15"E
C8	42.11	300.00	4°49'31" 42.10' N87°23'49"W
C9	21.89	300.00	2°20'08" 21.68' N82°44'03"W
C10	58.45	1000.00	3°24'30" 58.48' N87°04'59"W
C11	14.40	260.00	3°10'37" 14.40' S70°26'47"W
C12	150.16	386.00	2°49'07" 150.33' N77°22'27"E
C13	27.79	38.00	47°21'22" 27.19' S87°14'57"W
C14	27.79	38.00	47°21'22" 27.19' S87°14'57"W
C15	18.85	1000.00	1°10'18" 18.85' N87°02'19"W
C16	24.22	20.00	27°14'31" 24.22' S87°30'05"W
C17	42.31	1000.00	7°31'13" 42.31' N80°33'09"W
C18	31.34	20.00	85°46'08" 31.32' N44°15'49"W
C19	116.51	238.00	25°24'22" 116.52' S78°36'43"W
C20	112.88	394.00	21°49'55" 112.89' S81°01'07"W
C21	10.53	60.00	12°10'42" 10.51' S87°32'29"W
C22	10.53	60.00	12°10'42" 10.51' S87°32'29"W
C23	15.90	20.00	44°24'00" 15.12' N82°14'42"E

Line Table		
Line #	Length	Direction
L1	41.85	S88°25'32"E
L2	198.17	N86°29'03"E
L3	14.31	S47°34'42"E



- LEGEND**
- FOUND 2" ALUMINUM CAP MARKED "PLS #182"
 - FOUND 8" REBAR WITH YELLOW PLASTIC CAP
 - SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS #182"
 - SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS #182"
 - ⊠ SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP MARKED "PLS #182"
 - △ CALCULATED POINT, NOTHING FOUND OR SET



LAKE CITY ENGINEERING

300 N. SCHUBERT WAY, STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE: 208-875-0230

CHECKED BY: [Signature]
DRAWN BY: [Signature]
SCALE: 1" = 50'
DATE: 07/24/2019
JOB NO.: LCE

2

3

ANNOUNCEMENTS

Memo to Council

DATE: August 20, 2015

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the September 1st Council Meeting:

JOSEPH SONNEN

PED/BIKE COMMITTEE

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson

Executive Assistant

cc: Renata McLeod, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison

OTHER BUSINESS

STAFF REPORT

Date: August 19th, 2015
From: Monte McCully, City of Coeur d'Alene Trails Coordinator
SUBJECT: **Trails and Bikeways Master Plan Update** *(action required)*

DECISION POINT:

The Coeur d'Alene Parks and Recreation Department is requesting that the City Council adopt the amendment to the 2010 Trails and Bikeways Master Plan.

HISTORY:

The 2010 Master Plan currently recommends bike lanes be installed on Kathleen Avenue from Atlas Road to US 95 and from Honeysuckle to 15th. At the time we did not recommend bike lanes from Government Way to Honeysuckle because of the existence of a bike trail on the north side of the road in that area. Since then, best practices has shown that it is safer to keep people in bike lanes then to have them cross the street twice when switching from a lane to a path and back. We are asking the Trails and Bikeways Plan be updated to include bike lanes from Government Way to Honeysuckle.

FINANCIAL ANALYSIS:

The City Street Department has recently overlaid much of Kathleen Avenue and is preparing to restripe the road. The cost to stripe these lanes will just be the cost of the paint and staff time since no grinding will be required.

PERFORMANCE ANALYSIS:

The addition of bike lanes on Kathleen will provide one of the only east/west corridors for bicycle traffic north of the freeway and will increase connectivity between neighborhoods, schools, businesses, the fairgrounds and two city parks.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Parks and Recreation Department is requesting that the City Council adopt the amendment to the 2010 Trails and Bikeways Master Plan.

RESOLUTION NO. 15-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE ADOPTED 2010 TRAILS MASTER PLAN.

WHEREAS, pursuant to Resolution No. 14-019 adopted the 20th day of May, 2014, the City of Coeur d'Alene approved a Trails Master Plan as amended; and

WHEREAS, The Pedestrian and Bicycle Advisory Committee has recommended amending the Trails Master Plan to include bike lanes on Kathleen Avenue between Government Way and Honeysuckle as depicted in the Plan amendment map attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be authorized; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes the amendment to the 2010 Trails Master Plan attached hereto as Exhibit "1".

DATED this 1st day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

- Install bike lanes on Margaret Ave from 15th to 4th Street – *involves removing parking or shared bike lanes and parking.*
- Install a bike lane on the north side of Dalton Ave from 4th Street to Government Way and on both sides from US-95 to Ramsey Road.
- Install bike lanes on Kathleen Ave from US-95 to Atlas Road **and from Government way to Honeysuckle.**
- Install bike lanes on Atlas Road from Kathleen Ave to Prairie Avenue.
- Install bike lanes on Government Way from Prairie Ave to Dalton Ave.
- Encourage the Lakes Highway District to install bike lanes on Prairie Ave from Ramsey Road to Loch Haven Drive.
- Install bike lanes on Seltice Way from NW Blvd to City limits.
- Install bike lanes on 4th Street from Appleway Ave south across I-90.

***SEE MAP ON PAGE 34: PROPOSED CLASS II BIKE LANES MAP**

Proposed Class II Bike Lanes



- Proposed Class II
- Interstate
- Highway 95
- City Parks
- - - City Limits
- · · Impact Boundary

Administration Department Staff Report

Date: September 1, 2015
From Troy Tymesen, Finance Director
Subject: ICRMP Joint Powers Subscriber Agreement

Decision Point: To approve the Joint Powers Subscriber Agreement with ICRMP. This fully insures the City of Coeur d'Alene for liability and property damage and to reject terrorism risk insurance coverage.

History: ICRMP (Idaho Counties Risk Management Program) was established under Idaho Code, Title 41, Chapter 29 as a pooled insurance and risk management program to provide liability insurance and property damage insurance for the mutual benefit of political subdivisions of the State of Idaho. Currently 930 political subdivisions within the State of Idaho participate in the program. These political subdivisions include counties, cities, school districts, colleges, irrigation districts, sewer districts and other special districts.

Financial analysis: The cost to the City of Coeur d'Alene to be a member of ICRMP for fiscal year 2015-16 will be 349,466.00. This will be an annual renewal process each year – ICRMP has assured the City that historically and going forward that the Boards intent is to keep increases moderate and reasonable. ICRMP's liability insurance limits are \$2,000,000 per occurrence and \$5,000,000 in total aggregate and all members have a deductible of \$5,000 per incident. ICRMP offers many and varied resources for employee training and sample policies to educate and reduce risk. The increase for this year is \$12,598.00.

Decision Point: To approve the Joint Powers Subscriber Agreement with ICRMP and to reject terrorism risk insurance coverage.

RESOLUTION NO. 15-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A JOINT POWERS SUBSCRIBER AGREEMENT WITH ICRMP TO FULLY INSURE THE CITY OF COEUR D'ALENE FOR LIABILITY AND PROPERTY DAMAGE AND REJECTING THE ADDITIONAL TERRORISM COVERAGE AND SHARE IN THE COVERAGE PROCURED FOR ALL ICRMP MEMBERS.

WHEREAS, staff is recommending that the City of Coeur d'Alene enter into a Joint Powers Subscriber Agreement and to reject the offer of additional terrorism coverage and share in the coverage procured for all ICRMP members, pursuant to terms and conditions set forth in the attached Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement and reject additional terrorism coverage; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Joint Powers Subscriber Agreement and reject the offer of additional terrorism coverage and share in the coverage procured for all ICRMP members, in substantially the forms attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement and reject additional terrorism coverage on behalf of the City.

DATED this 1st day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

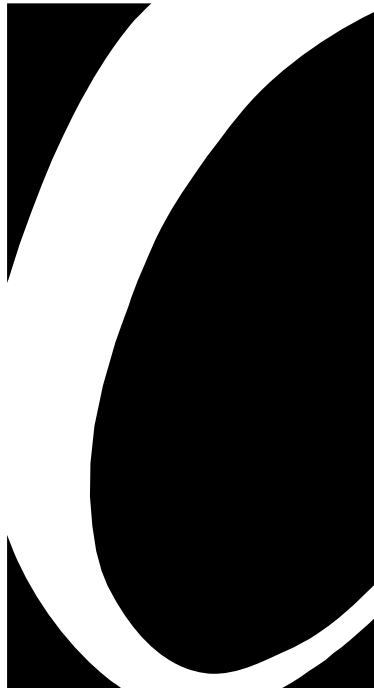
ROLL CALL:

COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

Policy Year 2015-2016

PUBLIC ENTITY

Multi-Lines Insurance Policy



City of Coeur D Alene

Idaho Counties Risk Management Program,
UNDERWRITERS

3100 Vista Avenue, Suite 300, Boise, ID 83705 Phone: (208) 336-3100 Fax: (208) 336-2100





**JOINT POWERS SUBSCRIBER
AGREEMENT**

APPROVED BY BOARD OF TRUSTEES
FOR USE AFTER FEBRUARY 2, 2015

JOINT POWERS SUBSCRIBER AGREEMENT

Idaho Counties Risk Management Program, Underwriters

THIS AGREEMENT is entered into pursuant to the provisions of Idaho Code, Sections 67-2326 through 67-2333, relating to the joint exercise of powers among political subdivisions of the State of Idaho, by political subdivisions of the state of Idaho as defined by the Idaho Tort Claims Act, as subscribers to counterparts of this Agreement, for the purpose of operating a separate legal entity to be known and designated as the Idaho Counties Risk Management Program, Underwriters, hereinafter referred to as "ICRMP". At the time of making of this Agreement, ICRMP is considered by the Idaho Department of Insurance to be a reciprocal insurer organized pursuant to provisions of Idaho Code, Title 41, Chapter 29.

It is AGREED among the MEMBERS of ICRMP all of which have accepted this Agreement or to a prior counterpart, that by virtue of accepting the terms of this version of the Joint Powers Subscriber Agreement, by approving a prior counterpart and subsequently renewing participation after changes to a prior counterpart have been implemented by the Board of Trustees or by paying a Member contribution as billed, as follows:

WHEREAS, POLITICAL SUBDIVISIONS of the State of Idaho have the authority to purchase liability insurance for themselves and their employees pursuant to Idaho Code §6-923 and to contract for property and other insurance coverage as they deem necessary or proper pursuant to Idaho Code §67-2328; and

WHEREAS, it is to the mutual benefit of POLITICAL SUBDIVISIONS to join together to establish the legal entity created by this Joint Powers Agreement (JPA) to accomplish the purposes hereinafter set forth; and

WHEREAS, the MEMBERS have determined that there is a need for POLITICAL SUBDIVISIONS to jointly create an insurance and risk management program; and

WHEREAS, the laws of the State of Idaho authorize the formation of what has been classified as a reciprocal insurer by POLITICAL SUBDIVISIONS without abrogating any privileges or immunities accorded to them by law;

NOW, THEREFORE, BE IT AGREED, in consideration of the mutual advantages, obligations and benefits to each POLITICAL SUBDIVISION and the mutual covenants herein contained, the MEMBERS of ICRMP, with the consent and concurrence of the subscribing POLITICAL SUBDIVISION, agree as follows:

ARTICLE I. DEFINITIONS.

As used in this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- (1) **ICRMP (PROGRAM).** The Idaho Counties Risk Management Program, Underwriters, a pooled insurance and risk management program established pursuant to the statutes of this state by this Joint Powers Subscriber Agreement and licensed as a reciprocal insurer pursuant to Idaho Code Title 41, Chapter 29.
- (2) **BOARD.** The Board of Trustees of ICRMP, which shall serve as the Subscribers' Advisory Committee, as such is required by Idaho Code Title 41, Chapter 29.
- (3) **MEMBERS.** The POLITICAL SUBDIVISIONS, as defined in Section 6-902(2), Idaho Code, which qualify and agree to the terms of this JPA, as such may be revised upon approval by the Board of Trustees from time to time.
- (4) **JOINT POWERS SUBSCRIBER AGREEMENT (JPA).** This Agreement, wherein political subdivisions agree to participate in the insurance and risk management offerings of ICRMP as set forth by the BOARD.

ARTICLE II. ESTABLISHMENT, MAINTENANCE AND PARTICIPATION IN ICRMP.

The Idaho Counties Risk Management Program, Underwriters, a separate Joint Powers Entity, was created through a JPA by numerous counties of the state of Idaho with an initial effective date of November 29, 1985. The JPA has been subsequently amended numerous times during the history of the PROGRAM. This JPA is intended to continue the organization and operation of ICRMP into future years upon the foundation laid by prior joint powers and subscribers' agreements. The public entity named on the concluding page of this JPA, a political subdivision of the State of Idaho, upon approval of payment of an allocated MEMBER contribution will become a MEMBER of the Idaho Counties Risk Management Program, Underwriters (ICRMP) with all rights and duties associated therewith. This Agreement supersedes all prior ICRMP JPAs and will become effective for all MEMBERS on the date identified in the footer of this version of the JPA upon acceptance of the tender of continued participation offered during the annual renewal process. Changes to the JPA are deemed accepted either by express action by the governing board or by renewing participation in the PROGRAM by paying the allocated MEMBER contribution for a succeeding year. The rights and privileges of any withdrawing Member will be governed by the JPA in effect for the final year of any Member's participation.

ARTICLE III. PURPOSES AND DURATION.

- (1) The purposes of ICRMP are to provide an insurance and risk management program and to assist MEMBERS to prevent and reduce losses to MEMBERS' property and injuries or harm to persons or property which might result in claims being made against MEMBERS, their employees, officers, or agents, whether appointed, employed, elected or serving as recognized volunteers.
- (2) It is the intent of the MEMBERS of ICRMP to create a separate entity of unlimited duration that will administer an insurance and risk management program and use funds contributed by MEMBERS to defend and indemnify, in accordance with this Agreement and the issued policy(ies) of insurance, any ICRMP MEMBER against stated liability or loss, to the limits of the insurance policy issued by or procured through ICRMP. It is also the intent of the MEMBERS to have ICRMP provide continuing stability and availability of needed insurance coverage at reasonable costs and to provide education and training to ICRMP MEMBERS in the interest of meeting the challenges of local governance. All income and assets of ICRMP shall be at all times dedicated to the ultimate benefit of its MEMBERS in matters of risk and insurance, inclusive of services and issues not directly addressed by ICRMP-issued policies.
- (3) It is the intent of the MEMBERS of ICRMP that the PROGRAM serve as a vehicle for cooperative undertakings for all program MEMBERS, or selected groups thereof, to share the costs of certain required or desired insurance or risk-related obligations which the MEMBERS desire to study or implement. In implementation of any such programs, the participating MEMBERS shall bear the allocated costs of carrying out the purposes of the program(s).

Participation in ICRMP shall be comprised of those POLITICAL SUBDIVISIONS that have approved this Agreement or one of its prior iterations or that have agreed to pay the required MEMBER contributions. MEMBERS agree to the admission of future MEMBERS in accordance with provisions of the JPA and acknowledge that they shall have no right to object to the addition of such MEMBERS provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed, annually or periodically, consistent with BOARD-established policy terms, unless the provisions for withdrawal, expulsion or termination are applied in compliance with the terms of this agreement or adopted BOARD policy. No insurance will be provided unless the allocated MEMBER contribution is paid when due. The BOARD, or the Executive Director, as delegated by the BOARD, is authorized to attach conditions to entry into ICRMP membership or to maintenance of membership in ICRMP in the interest of protecting the shared interests of participating MEMBERS. Such conditions may include contribution surcharges, coverage limitations, reductions of limits or other methods designed to recognize risk exposure or to protect the shared interests of other PROGRAM participants.

ARTICLE IV. MANNER OF FINANCING.

Financial operations of ICRMP shall be committed to the sound discretion of the BOARD with the primary intent being the long-term solvency of the PROGRAM. Financial contributions from MEMBERS shall be determined by the BOARD of ICRMP working through the Executive Director, considering, among other factors, risk exposure, loss experience, net operating expenditures, property ownership, costs of administering claims, costs of providing risk management services, participation in risk reduction programs, conduct by officials and other appropriate or necessary costs of program administration .

ARTICLE V. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY.

MEMBERS of ICRMP, by participation in this PROGRAM, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by any law of this state or nation.

ARTICLE VI. ICRMP POWERS AND DUTIES.

The powers of ICRMP to perform and accomplish the purposes set forth above shall, within budgetary limits and procedures set forth in this Agreement and as otherwise established by the BOARD, be to:

- (a) Employ agents, employees and independent contractors.
- (b) Purchase, sell, encumber and lease real property; to incur obligations on behalf of the PROGRAM to the extent permitted by Idaho statutes and the Idaho Constitution; and to purchase, sell, or lease equipment, machinery, and personal property.
- (c) Invest funds as allowed by Idaho statutes.
- (d) Carry out educational and other programs relating to risk management, including the prerogative to offer discounts or credits upon demonstrating compliance with standards for BOARD-approved risk reduction methods or plans.
- (e) Create, collect funds for, and administer an insurance and risk management program.
- (f) Purchase excess insurance and/or reinsurance to supplement the self-insured retention.
- (g) Establish reasonable and necessary loss reduction and prevention recommendation procedures to be followed by the MEMBERS.
- (h) Provide insurance-related services, risk management, loss control, underwriting and claims adjustment or to contract for such services, including the defense and settlement of claims, subject to specific limitations and/or restrictions, which may be imposed and adopted by the BOARD.
- (i) Carry out such other activities as are necessarily implied or required to carry out the purposes of ICRMP specified in Article III of this Agreement, even though such undertakings might not be known at the time of entering into this Agreement, or might not be included within the specific powers enumerated in this Article.
- (j) Sue and be sued.
- (k) Enter into contracts.

- (l) Reimburse BOARD members for reasonable and approved expenses incurred in attending to BOARD responsibilities.
- (m) Provide security, insurance or bonds regarding the official responsibilities of all officers, BOARD members and employees of ICRMP.
- (n) Borrow funds with approval by the BOARD as necessary for current operating purposes, so long as repayment is achieved before the conclusion of the subsequent fiscal year.
- (o) Take appropriate steps to protect pool resources from careless or reckless conduct by ICRMP MEMBERS or by individual public officials of Member entities.
- (p) Establish terms and conditions of initial or continued Membership in the ICRMP Program.

ARTICLE VII. PARTICIPATION.

Any MEMBER of ICRMP shall be permitted to participate in the activities of ICRMP as authorized by this Agreement or pursuant to decisions by the Board of Trustees. MEMBER participation in ICRMP activities concerning the respective rights and responsibilities of any particular MEMBER shall require the approval of the governing board of that MEMBER.

ARTICLE VIII. MEMBERS' RIGHTS AND OBLIGATIONS - DISPUTE RESOLUTION PROCEDURES.

- (1) The individual MEMBERS of ICRMP, acting through their respective governing boards, shall have the right to:
 - (a) Petition the BOARD to be heard regarding any aspect of the PROGRAM operation in accordance with internal dispute resolution procedures approved by the BOARD or as otherwise determined in accordance with procedural guidelines authorized by the BOARD or the Chairman of the BOARD as circumstances warrant.
 - (b) Withdraw from PROGRAM participation at any time authorized by this Agreement. MEMBERS recognize that the PROGRAM is managed for long-term participation and that agreements that support PROGRAM operation are of one-year or longer duration. Consequently, early withdrawal from the PROGRAM during the course of a policy year may be subject to additional financial obligation for the withdrawing MEMBER as determined by the BOARD.
 - (c) After renewing its membership in ICRMP at least once, to nominate, recommend or vote concerning selection of a representative to serve on the BOARD of ICRMP as provided by this JPA.

- (2) The obligations of MEMBERS of ICRMP shall be as follows:
- (a) To pay promptly all MEMBER contributions to ICRMP at such times and in such amounts as shall be established by the BOARD pursuant to this Agreement. Any delinquent payments may incur interest, penalties or other financial consequences as determined by resolution of the ICRMP Board of Trustees. Insurance coverage and other services will not continue for MEMBERS that are delinquent in payment of contribution amounts according to the terms of this Agreement and any related resolution approved by the Board of Trustees. Notice of termination of coverage or of services, for non-payment or otherwise, will be provided in writing in compliance with Idaho Department of Insurance requirements.
 - (b) To allow the PROGRAM and its agents, officers and employees reasonable access to all premises of the MEMBER and all records, including but not limited to financial and administrative records, as reasonably required for the administration of ICRMP and the effective handling of claims threatened or brought against MEMBERS.
 - (c) To cooperate fully with the PROGRAM'S attorneys, claims adjusters and any other agent, employee, or officer of ICRMP in activities relating to the purposes and powers of ICRMP.
 - (d) To make good faith efforts to follow the safety, loss reduction and prevention recommendations expressed by the PROGRAM and to cooperate in risk reduction strategies proposed or required by the PROGRAM.
 - (e) To report to ICRMP immediately all incidents or occurrences that could reasonably be expected to result in ICRMP being required to consider a claim against the MEMBER, its agents, officers, or employees, or for losses to MEMBER'S property within the scope of coverage undertaken by ICRMP.
 - (f) To report to ICRMP as soon as reasonably possible, by way of the public entity's insurance agent or otherwise, in accordance with the issued Policy of Insurance and related guidelines, the addition of new programs, facilities and equipment or the significant reduction or expansion of existing programs, facilities and equipment or other acts that could cause material changes in the MEMBER'S risk of property or liability-related loss exposure.
 - (g) To provide ICRMP periodically and consistent with Policy terms, but in no instance less frequently than annually, in accordance with the issued Policy of Insurance, with information on the value of buildings and contents and other real and personal properties. Each MEMBER is obliged to cooperate with the PROGRAM *via* its independent insurance agent.

(h) To utilize BOARD-approved dispute resolution procedures regarding any contest or disagreement regarding a provision or scope of coverage pursuant to the insurance program/policy or any other aspect of PROGRAM operation, prior to addressing any such disagreement to a state or Federal administrative agency or prior to initiating legal action against ICRMP. MEMBERS expressly agree to follow the internal dispute resolution procedures adopted by the BOARD before contesting administrative determinations, coverage or claims non- payment issues in a court of law or before a regulatory agency. Such procedures require MEMBERS to thoroughly disclose any bases for such disagreement in writing to the BOARD prior to being heard in the process of resolving any such dispute. MEMBER expressly agrees that failure to exhaust the internal dispute resolution procedures established by the BOARD constitutes a material breach of this JPA. MEMBER further agrees not to initiate legal action against the PROGRAM or initiate contested procedures before any state or Federal regulatory agency regarding any dispute with the PROGRAM until said dispute resolution procedure has reached its conclusion before the BOARD within a reasonable timeframe. MEMBER agrees that ICRMP may enforce this provision by seeking the remedy of specific performance in a court of competent jurisdiction. A MEMBER that pursues a remedy in court or before a regulatory agency agrees to reimburse the PROGRAM its reasonable costs and attorney fees incurred in defense of any such suit or administrative proceeding if the matter has not first been brought to the BOARD pursuant to this dispute resolution procedure. The restrictions contained in this subsection may be waived by mutual agreement of the PROGRAM and the MEMBER.

(3) The basic elements of the dispute resolution procedure within ICRMP shall include the following:

(a) Filing a written statement by the MEMBER stating the specific basis for disagreement with a decision by the Executive Director or BOARD regarding aspects of PROGRAM operation or contribution requirements, provision of coverage or non-payment of a claim for money damages. Such filing shall be followed promptly by a conference with the Executive Director, in person or by telephone, to attempt to resolve the stated differences. The Executive Director shall thereafter respond to the MEMBER in writing not more than ten (10) business days after the conference. Such written response shall set forth the basis of the Executive Director's decision concerning the contested matter. If the matter contested involves a decision originally made by the BOARD, the request for BOARD consideration can be routed directly to the BOARD if the Executive Director lacks authority to revise a BOARD-established policy, practice or result.

(b) Following receipt of the Executive Director's written response, MEMBER may appeal the determination of the Executive Director to the BOARD. Any such appeal shall be made in writing setting forth the specific basis for the

appeal and the particular reasons for the disagreement with the determination of the Executive Director. When an appeal is received at least fourteen (14) days prior to a BOARD meeting, it will be included on the next BOARD agenda. If an appeal is not received at a time that allows it to be timely placed upon the agenda of the next BOARD meeting, the MEMBER and Executive Director, working in consultation with the Chairman of the BOARD, shall determine whether the matter is of such importance and urgency that it requires the call of a special BOARD meeting or whether it can be addressed at the next regularly scheduled BOARD meeting without irreparably harming the MEMBER. If a MEMBER insists upon the call of a special meeting by formal action of its governing board, a special meeting of the BOARD shall be called to hear the appeal.

- (c) The BOARD shall hear oral presentations, not in excess of one hour each, by the MEMBER and the Executive Director, or those designated by the Executive Director, should either or both desire. After hearing from both parties, the BOARD shall decide the controversy and shall tender its decision in writing within thirty (30) days. In doing so the BOARD may consult independently, or through the Executive Director, with legal advisers and/or consultants. The decision of the BOARD shall be final, unless reconsideration is requested by the MEMBER and approved for reconsideration by the BOARD. Until a final decision is made pursuant to the procedures set forth in this Article, no MEMBER may initiate or institute legal action against ICRMP or its officers, employees or agents arising out of the performance of this Agreement or the contract of insurance issued pursuant to this Agreement. Nor shall a contested matter be initiated by a MEMBER before a state or federal administrative agency without completing the dispute resolution procedure set forth herein.
- (d) The BOARD reserves the right to vary the foregoing procedures in a mutually agreeable manner, as necessary to accommodate the interests of ICRMP, its MEMBERS, or others with an interest in the just resolution of differences regarding PROGRAM operation.

ARTICLE IX. MEMBER CONTRIBUTIONS.

The BOARD of ICRMP shall institute methods to establish annual or periodic contribution amounts for MEMBERS. The PROGRAM may change contribution amounts charged to any MEMBER from year to year to reflect changes in PROGRAM operating costs, changes in risk resulting from operational changes, changes in property values or ownership, reevaluation of operating risks MEMBER conduct concerning exposures or risks or refusal to participate in or willful violation of safety or loss prevention programs or for other reasons established by the BOARD. Conversely, the PROGRAM may offer contribution amount discounts for any MEMBER that faithfully participates in loss prevention and safety programs or for other reasons established by the PROGRAM. Each MEMBER'S contribution amount shall

be calculated in accordance with rate determination methods approved by the BOARD for any Policy Year, unless additional coverage is requested by the MEMBER. While the BOARD's rate determination methods must have the objective for each MEMBER's contribution to not be inadequate, excessive or unfairly discriminatory, relative to the assessable risk of each MEMBER and the PROGRAM, MEMBERS acknowledge that rate-setting involves risk and exposure assumptions which are not purely formulaic and which rely on the professional judgment of the BOARD and BOARD's advisors. No MEMBER may be further assessed during a Policy Year unless in response to a material change in property or activities not disclosed or addressed at the time of annual renewal. Additional contribution amount may be charged when changes are made to covered property or activities during the course of a year. The PROGRAM reserves the right to condition continued participation by any MEMBER upon compliance with specific performance requirements, payment of modified deductible amounts and such other measures as the PROGRAM deems necessary or appropriate. The PROGRAM also reserves, in compliance with Article XVIII, the right to discontinue membership or diminish coverage or limits or increase the self-insured responsibility of any MEMBER that does not cooperate with PROGRAM goals, objectives, or requirements or that acts without regard to consequences concerning matters that affect ICRMP and its MEMBERS.

ARTICLE X. BOARD OF TRUSTEES – ELECTION AND REPRESENTATION.

The BOARD of Trustees shall be comprised of nine (9) elected public officials, upon the initial effective date of this iteration of the JPA, six (6) of whom shall be county commissioners and three (3) who shall hold elective office in other POLITICAL SUBDIVISIONS. The electoral/appointive boundaries for designated BOARD members shall be organized as follows:

County District I: Counties of Boundary, Bonner, Kootenai, Benewah and Shoshone.

County District II: Counties of Latah, Clearwater, Nez Perce, Lewis and Idaho.

County District III: Counties of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore and Owyhee.

County District IV: Counties of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia.

County District V: Counties of Bingham, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake.

County District VI: Counties of Lemhi, Custer, Clark, Fremont, Butte, Jefferson, Madison, Teton and Bonneville

Region I: Elected official of a city from within Districts I, II, and III elected by all Member cities in the Region .

Region II: Elected official of a city from within Districts IV, V and VI elected by Member cities in the Region.

Special District Member: Elected official of any MEMBER other than a county or city, selected by a vote of the Board, chosen from nominees submitted by non-county or non-city MEMBERS.

Each member of the BOARD shall be either a commissioner elected from a MEMBER County, an elected official of a MEMBER city or other POLITICAL SUBDIVISION, and shall serve for a period of two (2) years, or until a successor is elected or appointed. Four (4)

members of the BOARD (even-numbered County Districts and the Region II seat) shall be elected for two (2) year terms in the final months of odd-numbered years, while another five (5) members of the BOARD (odd-numbered County Districts and the Region I seat plus the Special District Member) shall be elected/appointed for two (2) year terms in even-numbered years. For purposes of this Agreement, a "Board Seat" shall be defined as the position on the ICRMP Board of Trustees designated for and occupied by the representative duly elected or appointed from a District, Region or statewide, respectively, as outlined in this Section. The Executive Director shall administer the election process in order to allow election results to be canvassed by the BOARD during its December meeting. The respective boards of county commissioners of each MEMBER county may cast a ballot for their District member of the BOARD; governing boards of cities may vote for regional City representatives and Special District Member candidates may be nominated by governing boards of Member Special Districts. Valid ballots must be received by ICRMP at a time and place specified by the Executive Director prior to the BOARD's final meeting each calendar year. Each member of the BOARD shall serve from the date of the first BOARD meeting in the year succeeding his election/appointment through the conclusion of his/her term when a succeeding BOARD member is seated or for another term if the BOARD member is re-elected/reappointed.

Article XI. REMOVAL OF BOARD MEMBER

At any time during the course of service of an elected BOARD member such member may be removed by the PROGRAM MEMBERS that elected such BOARD member by either of two (2) means. The first method by which an elected BOARD member's continued service may be submitted to his constituent electors is by receipt of a petition of no confidence approved by the respective governing boards of MEMBER entities equal to at least one-half (1/2) of the number of votes received by the BOARD member when the BOARD member was most recently elected to the BOARD. Any such petition shall succinctly set forth the reasons of misconduct, personal behavior, wrongdoing, failure to exercise diligence or failed representation that justifies a no-confidence/removal election.

The second alternative to refer a BOARD member's continued service to his constituent electors would be a no-confidence declaration by members of the ICRMP BOARD. By majority vote of no confidence, exclusive of the BOARD member in question, the BOARD may choose to submit the question of continued service by an elected BOARD member to the BOARD member's constituent electors, stating in any motion to proceed with such election the express reasons therefor. Any BOARD member appointed to fill the remainder of an elected member's term shall be treated as an elected BOARD member.

In the event of receipt of a qualifying no-confidence petition, or following a no-confidence vote by the ICRMP BOARD, the question to be presented to a BOARD member's constituent electors shall be whether the identified BOARD member should continue to serve on the BOARD. The reasons for no-confidence stated in the petition from dissatisfied MEMBERS or expressed in the motion by BOARD shall be included in election materials sent to constituent electors along with a statement prepared by the BOARD member in response. Neither message shall exceed three hundred (300) words. Voting in any such election shall be open for at least

twenty-one (21) days from the date ballots are first mailed. The Executive Director shall establish a time and date-certain by which all ballots must be received. Votes shall be tallied by the Executive Director or his designee(s). A majority of lawful votes cast shall determine the outcome. If a no-confidence vote results in removal of BOARD member, the seat may be refilled by BOARD appointment until the next election wherein a replacement can be elected to fill a new term or the remainder of the prior term, whichever is applicable.

Any BOARD Member holding an appointive or *ex-officio* non-voting position may be removed by majority vote of the BOARD for reasons of misconduct, personal behavior, wrongdoing or failure to exercise diligence after providing the BOARD Member a written statement of concerns and allowing the BOARD Member an opportunity to be heard by the BOARD. In the circumstances of such proceedings, a BOARD Member facing possible removal shall be entitled to written notice of the concerns no less than seven (7) calendar days prior to BOARD action and the hearing opportunity for the subject BOARD Member shall be no less than one (1) hour in duration.

ARTICLE XII. POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

The BOARD shall have the following powers and duties to:

- (1) Annually elect a chairman and vice-chairman. Each officer shall serve until his or her successor is elected.
- (2) Admit or expel MEMBERS, or to condition continued participation in the PROGRAM, in accordance with this Agreement.
- (3) Establish procedures for determining contribution amounts and authorizing payment procedures for MEMBERS.
- (4) Establish the insurance and risk management program design.
- (5) Provide for selection of all personnel and contractors necessary for the administration of ICRMP, including the appointment of an Executive Director to supervise the business of the PROGRAM and carry out other functions delegated by the BOARD.
- (6) Establish a schedule for BOARD meetings.
- (7) Exercise all powers of ICRMP, except powers reserved to the MEMBERS.
- (8) Prepare, adopt and oversee ICRMP's budget.
- (9) Receive reports concerning PROGRAM activities and to make reports to the MEMBERS.
- (10) Provide for underwriting, claims and loss control procedures.
- (11) Provide for the investment and disbursement of funds.
- (12) Enact resolutions establishing procedures governing its own conduct and the powers and duties of its officers, not inconsistent with this Agreement and applicable provisions of law.
- (13) Provide to MEMBERS an annual report of operations and financial affairs.
- (14) Form committees and advisory panels; and to provide other services as needed by ICRMP. The BOARD shall determine the method of appointment and terms of members of committees and advisory panels.

- (15) Submit to MEMBERS an amended JPA upon adoption and at the date of periodic renewal, or otherwise, for re-adoption, express acceptance or payment of a member contribution by MEMBERS.
- (16) Dissolve ICRMP when BOARD action is accompanied by a two-thirds (2/3) vote of the entire then-current MEMBERSHIP, provided that a notice of intent to dissolve ICRMP shall be given to the Director of the Department of Insurance of the State of Idaho at least ninety (90) days prior to the proposed effective date. Like notice of such intent shall be provided to all MEMBERS at least thirty (30) days before any such vote regarding dissolution in compliance with title 41, Idaho Code and other applicable statutes. Assets remaining after discharge of its indebtedness and policy obligations, the return of any surplus made as provided in Idaho Code §41-2916, and the return of any unused premium, savings or credits then standing on subscribers' accounts, shall be distributed to its subscribers who were such within the twelve (12) months prior to the last termination of its certificate of authority, according to such reasonable formula as the director may approve pursuant to Idaho Code §41-2928.
- (17) Appoint or remove appointed or non-voting *ex-officio* members of the BOARD
- (18) Do or delegate all acts necessary and proper for the implementation of this Agreement.

ARTICLE XIII. ESTABLISHMENT OF LOSS PAYING FUND.

The PROGRAM shall endeavor to maintain available funds in amounts the BOARD deems reasonably sufficient to annually provide the resources necessary to fund ICRMP's general and administrative expenses, any reinsurance or excess insurance requirements, to pay the current year's claims and claims expenses and to sustain the financial stability of the PROGRAM, in addition to funds necessary to meet ICRMP's obligation to satisfy the requirements of any regulatory authority.

ARTICLE XIV. SCOPE OF COVERAGE.

- (1) ICRMP shall provide policy protection to each MEMBER as provided in the MEMBER'S policy of insurance. MEMBER acknowledges that the policy of insurance transfers risk of loss from the MEMBER to ICRMP subject to the terms, conditions and exclusions addressed by the policy. MEMBER acknowledges that not all risks are insurable and that any excluded risks are not transferred pursuant to this Agreement.
- (2) In the event that a claim or a series of claims exceeds the amount of coverage provided by the MEMBER's Policy, payment of valid claims shall become the sole and separate obligation of the individual MEMBER or MEMBERS against whom the claim was made and perfected by litigation or settlement. No Subscriber shall be entitled to a contribution from other MEMBERS beyond the annual amount obligated by this Joint Power Subscribers Agreement and the policy of insurance which complements it.

ARTICLE XV. MEETINGS OF THE BOARD OF TRUSTEES.

- (1) The BOARD may set a time and place for meetings in accordance with applicable law. All provisions of law applicable to public meetings shall be observed.
- (2) A majority of seated trustees shall constitute a quorum to do business. All formal acts of the BOARD shall require a majority vote of the trustees present and voting, unless otherwise required by law.
- (3) Because of the distance that separates the Trustees, the BOARD may conduct official business by telephone/video conference call. When a conference call meeting is convened the base of such meeting will normally be the ICRMP Building in Boise, Idaho. An alternative base meeting location may be designated by the Executive Director when necessary to effectively conduct BOARD business. At the base location a speaker phone shall be provided in order to allow the public to hear the discussion carried on by the BOARD. Executive session and notice provisions of the Open Meeting Law shall apply when appropriate or required.

ARTICLE XVI. LIABILITY OF BOARD OF TRUSTEES OR OFFICERS.

The trustees or officers of ICRMP should use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be personally liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care so long as the actions or omissions complained of shall have taken place within the course and scope of their official duties. No trustee shall be personally liable for any action taken or omitted by any other trustee. The assets of ICRMP may be used to defend and indemnify any trustee, officer, agent or employee for actions taken by each such person in good faith within the scope of his or her authority for ICRMP as public officials in the state of Idaho. ICRMP may purchase insurance providing coverage for trustees, officers and employees.

ARTICLE XVII. WITHDRAWAL FROM MEMBERSHIP.

Any MEMBER may withdraw from ICRMP after the MEMBER'S initial one (1) year term by giving notice to the Executive Director, in writing, of its desire to withdraw. Any MEMBER may withdraw from ICRMP within thirty (30) days after the date that the PROGRAM gives notice in writing of an amendment to this Agreement or its accompanying policy of insurance by tendering to the Executive Director written notice of its intent to withdraw. The continuing rights of any withdrawing MEMBER shall be as set forth in the most recent JPA. A voluntarily withdrawing MEMBER shall be deemed to have forfeited any claim of right or equity to any portion of liquidated surplus or to any credit or dividend should any be declared by the Board of Trustees.

ARTICLE XVIII. EXPULSION OF MEMBERS - CONDITIONS OF CONTINUED PARTICIPATION.

- (1) Any MEMBER may be expelled at the initiation of the Executive Director or the BOARD at any time during a policy year for one or more of the following reasons:
 - (a) Failure to make any payments due to ICRMP.
 - (b) Willful failure to undertake or continue loss reduction or loss prevention recommendations by ICRMP.
 - (c) Failure to allow ICRMP reasonable access to all facilities and records of the MEMBER necessary for proper administration of ICRMP.
 - (d) Failure to fully cooperate with ICRMP's attorneys, claim adjusters or other agents, employees, or officers of ICRMP.
 - (e) Failure to carry out any obligation of a MEMBER which impairs the ability of ICRMP to carry out its purpose or powers.
 - (f) Exhibiting reckless behavior which causes claims which could have been avoided by prudent or responsible action.

- (2) No MEMBER expulsion shall be effective until at least thirty (30) days after notice from the Executive Director of the alleged failure of performance, however the notice of expulsion from the Executive Director may include exclusions from, or limitations on, coverage related to foreseeable willful actions addressing conduct of the MEMBER. Any such exclusions or limitations shall be effective immediately unless subsequently rescinded by BOARD action or modified by mutual agreement. Notice to a MEMBER shall state whether a cure is believed to be possible. The MEMBER may request, in writing, a hearing before the BOARD, either by telephone or in person, within fourteen (14) days of the notice provided by the Executive Director. MEMBERS must act through their governing board. Notices of expulsion or extraordinary exclusions or limitations of coverage are subject to the Dispute Resolution Procedure set forth in Article VIII. If a decision to expel, exclude or limit is affirmed after hearing, such date of expulsion or limitation shall relate back to the date of initial decision to expel by the Executive Director or the BOARD from which the notice of intent to expel derives. The rights of any expelled MEMBER shall be as set forth in this Agreement or upon such other terms and conditions as the BOARD may negotiate with the expelled MEMBER. Nothing in any policy of insurance shall contravene provisions of this JPA respecting separation from the PROGRAM.

- (3) Any MEMBER separating from ICRMP (withdrawing or expelled) shall not be entitled to any reimbursement of contribution amounts that have been paid unless otherwise required by provisions of applicable law. All claims relating to events occurring after the date of separation from ICRMP shall become the sole responsibility of the separated Subscriber. With respect to any Claims Made coverage provided to a MEMBER, any claims occurring or reported after the date of separation from ICRMP shall become the sole responsibility of the separated MEMBER. Any MEMBER expelled from the PROGRAM by action of the Board of Trustees shall have any entitlement to liquidation value provided pursuant to this JPA

reduced by the amount of ultimate net loss that exceeds the MEMBER's contributions for the period of liquidation rights established by the terms of the JPA then in effect. Such entitlement to liquidation value shall be payable only upon actual liquidation of the PROGRAM.

- (4) As an alternative to expulsion the BOARD or Executive Director may, at any time, condition continued participation in the PROGRAM upon compliance with specific terms and conditions established by agreement between the MEMBER and ICRMP. Conditions may include consultation requirements, increased deductible amounts, increased MEMBER contributions, restriction of coverage, diminishment of coverage limits and such other limitations as the BOARD may deem reasonable to protect the resources of ICRMP as allowed by applicable law.

ARTICLE XIX. BINDING CONTRACTUAL OBLIGATION.

This document shall constitute a JPA, a binding contract, among those POLITICAL SUBDIVISIONS that are MEMBERS of ICRMP. The terms of this Agreement may be enforced in court by ICRMP itself or by any of its MEMBERS, as respects its interests, subject to the terms and conditions of applicable laws and this Agreement. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the MEMBERS set forth herein and the Member contributions paid by Members. This Agreement shall be deemed approved by each MEMBER by payment of the required Member contribution or by subsequent renewal pursuant to procedures specified by law, the Executive Director or the BOARD. MEMBER asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this Agreement by virtue of informalities in its approval. Except to the extent of the financial contributions to ICRMP agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no MEMBER agrees or contracts herein to be held responsible for any claims in tort or contract made against any other MEMBER. The contracting parties intend in the creation of ICRMP to establish an organization for joint risk management only within the scope herein set out, and have not herein created as between MEMBER and MEMBER any relationship of general surety or indemnitor, nor by participating herein does any MEMBER otherwise assume responsibility for the debts of or claims against any other MEMBER.

ARTICLE XX. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF ICRMP.

In the event of termination of this JPA such that ICRMP is dissolved, all unused consumable supplies, non-consumable supplies or other property or assets acquired by ICRMP shall be liquidated in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the then-current MEMBERS at a rate proportionate to each MEMBER'S *pro rata* share of the cumulative Member contributions paid to ICRMP for the most recent five (5) fiscal years. Said determination of net asset distribution shall be made in good faith by the BOARD subject to application of the business judgment rule.

ARTICLE XXI. SEVERABILITY.

In the event that any Article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other Articles, provisions, clauses, applications or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE XXII. POWER OF ATTORNEY - EXPENSES AND DUTIES.

- (1) To the extent required by Idaho Code Title 41, Chapter 29, and not inconsistent with applicable constitutional and statutory obligations and prerogatives, MEMBER hereby appoints Idaho Counties Risk Management Program, Underwriters (ICRMP), as its Attorney-in-Fact empowered to take all actions and execute all documents which are necessary or appropriate in carrying on the business of insurance through ICRMP on behalf of MEMBER. MEMBER agrees that the BOARD of ICRMP may delegate powers to an Executive Director in accordance with this JPA.
- (2) The Executive Director appointed by the BOARD is hereby empowered by the undersigned to accept service of process on behalf of ICRMP. The Director of the Department of Insurance of the State of Idaho is also authorized to receive service of process in actions against ICRMP upon contracts of insurance provided to Subscribers of ICRMP. Such authorization does not supersede the procedural requirements of this Agreement. The general services to be performed by the Executive Director shall include: (a) issuing, underwriting and servicing policies of insurance; (b) contracting with agents for sale and servicing of policies of insurance; (c) executing treaties of reinsurance or contracts of excess insurance; (d) providing risk management services and administering programs to diminish claims for damages and (e) supervising the investment policy of ICRMP. The Executive Director's obligations and liability shall be limited by the terms and conditions of ICRMP's JPA and by the Idaho Tort Claims Act.
- (3) The general items of expense to be paid by ICRMP shall include, but not be limited to: (a) losses and claims payments; (b) allocable claims expense; (c) governmental charges, license fees, and lawful taxes; (d) expenses incurred in auditing ICRMP's books and records; (e) contribution amount collection costs; (f) BOARD expenses; (g) premiums on reinsurance and excess insurance; (h) fees of investment counsel and direct investment expense; (i) salaries and expenses of officers and employees of ICRMP; (j) disbursement of dividends; (k) special expenses authorized by the Board of Trustees of ICRMP; (l) broker and agent commissions; (m) indemnity insurance premiums; (n) home and branch office expense; and (o) actuarial, auditing, legal, risk management and loss prevention expenses.
- (4) The Power of Attorney conveyed herein shall expire upon termination of all obligations of ICRMP. The policies of insurance issued by ICRMP are conditional upon payment of MEMBER contributions to ICRMP. The liability of each

MEMBER for the obligations of ICRMP shall be an individual, several and proportionate liability and not a joint liability. The liability of each MEMBER shall be limited as stated in this JPA provided, however, that in no event shall any MEMBER be required to contribute more than the amount authorized by applicable state statutes and constitutional provisions pursuant to which ICRMP is established.

ARTICLE XXIII. MISCELLANEOUS PROVISIONS - NOTICE.

- (1) The provisions of this Agreement shall be interpreted pursuant to the laws of the State of Idaho.
- (2) The parties hereto consent that courts in the State of Idaho shall have jurisdiction over any dispute arising under this Agreement after exhaustion of the dispute resolution procedures provided for herein. If reasonable attorney fees are incurred in enforcing provisions of this Agreement in a court of law, the prevailing party to such an action shall be entitled to reimbursement of its reasonable attorney fees.
- (3) No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
- (4) In the event that any provision of this Agreement is in conflict with or is incompatible with the MEMBER'S Policy issued hereunder, the terms and conditions of the MEMBER'S Policy shall prevail and take precedence.
- (5) This Agreement may be modified or amended by a written proviso authorized by the Board. Provided, however, no such modification shall be effective retroactively, nor as to any insurance contract or coverage issued prior thereto. Said modifications may be made effective during a Policy Year only to comply with applicable laws respecting operation of ICRMP or with express consent of the MEMBER. Changes may be made to the policy of insurance issued by ICRMP at any time during the policy year in accordance with rules or statutes governing the business of insurance within the State of Idaho. If a MEMBER does not accept changes made during a policy year, its sole remedy shall be to cancel future coverage, subject to a proportionate refund of any *pro rata* MEMBER contributions already paid, less equitable commission and administrative charges.
- (6) MEMBER agrees to hold ICRMP, its employees, contractors, and/or legal counsel, harmless and without liability to MEMBER from any claims arising out of loss control or related administrative activities undertaken for Subscriber's benefit. ICRMP assumes no responsibility for the lawful operation of MEMBER'S POLITICAL SUBDIVISION. MEMBER further agrees that communications with attorneys on the ICRMP staff or retained by the PROGRAM to assist a MEMBER to

resolve or avoid claims will remain confidential pursuant to the Attorney-Client privilege and that written materials generated as a consequence of such effort to assist MEMBER shall constitute attorney work product. MEMBER further agrees that the employees, contractors and/or legal counsel of ICRMP when acting in a loss control capacity are representing ICRMP, not MEMBERS, and that information obtained in such loss control capacity may be provided to ICRMP in order to carry out the purposes of this JPA.

- (7). All notices required to be given under this Agreement shall be delivered in writing. Notices by a MEMBER to ICRMP shall be sent to ICRMP'S principal place of business. Notices to any MEMBER shall be sent to the MEMBER'S last known address. In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party by United States Mail in accordance with the terms and provision of this Article. Each MEMBER of ICRMP whether by initiating membership after October 1, 2013, or by renewing membership after October 1, 2013, hereby authorizes and consents to delivery of documents between itself and ICRMP by electronic means in accordance with provisions of Idaho Code §41-1851 or its successor unless it provides written notice to ICRMP that it declines to accept delivery of documents by electronic means.
- (8) Warranty of Eligibility – Each MEMBER authorizing participation in ICRMP by approval of this Agreement and execution by an authorized official hereby warrants that it is a political subdivision of the state of Idaho as defined by the Idaho Tort Claims Act and thereby eligible to be a MEMBER of ICRMP. By such warranty each MEMBER consents to its immediate separation from ICRMP participation upon discovery that it is not a qualifying political subdivision. Each MEMBER also agrees that it will indemnify ICRMP for any loss ICRMP may suffer by virtue of the inapplicability of privileges and immunities otherwise available to political subdivisions of the state of Idaho by virtue of the mischaracterization of any MEMBER as a qualified Idaho political subdivision.
9. Procedural standards established within this JPA shall serve functions frequently fulfilled by organizational by-laws. Other procedural requirements may be established by applicable state law. Additionally, nothing contained in this JPA shall prohibit the ICRMP Board of Trustees from adopting procedural standards or guidelines for the conduct of Board business or from authorizing administrative policies to guide ICRMP's internal affairs.

ARTICLE XXIV. EXECUTION AND ATTEST.

In Witness hereof, this Agreement is executed on the ____ day of _____ 20____, by the undersigned who are duly authorized officer(s) of the Political Subdivision indicated below and by the Idaho Counties Risk Management Program, Underwriters (ICRMP), pursuant to action taken by the Governing Board of the MEMBER on the ____ day of _____ 20____ or by payment of the required Member contribution. Such payment of Member contribution, execution upon this Agreement or upon execution of a prior counterpart accompanied by continuing renewal shall constitute agreement by the POLITICAL SUBDIVISION to the terms and conditions of membership in ICRMP until proper written notice of withdrawal is provided or until a MEMBER is expelled as provided herein. An authorized signature or payment of Member contribution is required for new membership. Renewal occurs annually by issuance of a policy of insurance and payment of MEMBER CONTRIBUTION subject to the terms of the then-current JPA proffered by the ICRMP Board of Trustees in conjunction with insurance policy terms for the succeeding policy year.

POLITICAL SUBDIVISION: _____

By: _____
CHAIRMAN OF THE BOARD, MAYOR, OR OTHER
EXPRESSLY AUTHORIZED OFFICER

Title: _____

Attest/Witness: _____
CLERK OR OTHER AUTHORIZED OFFICER

ACCEPTED FOR THE IDAHO COUNTIES RISK MANAGEMENT
PROGRAM, UNDERWRITERS (ICRMP)

By: _____
EXECUTIVE DIRECTOR

August 18, 2015

TO: City of Coeur D Alene

RE: Terrorism Coverage for Policy Year Effective July 1, 2015

Dear Valued ICRMP Member:

Following the events of September 11, 2001, the nation's largest insurers took their case to Congress concerning their ability to withstand the financial consequences of additional terrorist acts that might take place on American soil. As a consequence, Congress enacted the Terrorism Risk Insurance Act (TRIA) that is intended to protect insured property owners by assuring that their property insurers are not overwhelmed by terrorism-driven claims. Local government risk sharing pools generally were excluded from TRIA.

Because ICRMP is regulated under Idaho law as a reciprocal insurer, federal law requires ICRMP to offer complete terrorism property coverage to its Members. This offering, which is additional to the regular coverage provided by the ICRMP Program, would require payment of an additional Member contribution, based upon the value of the property assets to be covered. An explanation is provided on the accompanying offer sheet.

You should understand that your ICRMP Member agency is under no obligation to accept the terrorism coverage that we are required to offer. In fact, the ICRMP Board of Trustees has purchased excess insurance for Members of ICRMP (as a whole) in the amount of fifty million dollars (\$50,000,000) per year. The coverage provided for all Members is available to be shared among any Members affected by acts of terrorism during a policy year. The Board believes this is a more cost-effective way of addressing this potential exposure. It is included in your regular ICRMP coverage **at no additional cost to you.**

The decision regarding terrorism coverage belongs to your governing board. Please complete the offer sheet evidencing your agency's desire to procure additional terrorism coverage and pay an additional Member contribution, or to reject it and share in the coverage procured for all ICRMP Members. In order to comply with the law, we need your answer promptly. Thank you.

Sincerely,



Rick Ferguson
Executive Director

NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, John Goedde at (208) 292-1170 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: City of Coeur D Alene

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of \$167,920 over and above your proposed renewal Member contribution based on reported total insured values of \$167,919,990.

CONTINUED ON NEXT PAGE

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print

public office held

City of Coeur D Alene

Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

COUNCIL BILL NO. 15-1016
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A WATER LINE EASEMENT IN THE RIVERSTONE WEST SILVER PLAT SUBDIVISION, RECORDED IN BOOK "K" OF PLATS, PAGE 483, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A 20.0 FEET WIDE WATER LINE EASEMENT LYING IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said easement be vacated; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the following described property, to wit:

A strip of land 20.0 feet wide located in a portion of Lot 1, Block 1, Riverstone West Silver, as recorded with Kootenai County in Book "K" of Plats at Page 483. Situated in the northwest quarter of Section 10, Township 50 North, Range 4 West of the B.M., City of Coeur d'Alene, Kootenai County, Idaho. The Centerline of which is described as follows;

Commencing at the northwest corner of said Lot 1: Thence, North 67°40'41" West along the south right-of-way line of Seltice Way, 253.24 feet to the True Point-Of-Beginning for the described strip of land;

Thence, South 19°30'23" West, 210.84 feet to a point on the south line of said Lot 1 and being the point of terminus for the centerline of this described strip of land;

The sidelines of said described strip of land shall lengthen or shorten to terminate at the south and north boundary lines of said Lot 1.

be and the same is hereby vacated.

SECTION 2. That said vacated easement shall be relinquished, released, revoked and abandoned, and the current owners of the property affected by said easement, their heirs and assigns, shall be the beneficiary of the vacation.

SECTION 3. That the franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 1, 2015.

APPROVED by the Mayor this 1st day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-15-1, WATER LINE EASEMENT VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of a water line easement in the Riverstone West Silver plat.

Such easement is more particularly described as follows:

A strip of land 20.0 feet wide located in a portion of Lot 1, Block 1, Riverstone West Silver, as recorded with Kootenai County in Book "K" of Plats at Page 483. Situated in the northwest quarter of Section 10, Township 50 North, Range 4 West of the B.M., City of Coeur d'Alene, Kootenai County, Idaho. The Centerline of which is described as follows;

Commencing at the northwest corner of said Lot 1: Thence, North 67°40'41" West along the south right-of-way line of Seltice Way, 253.24 feet to the True Point-Of-Beginning for the described strip of land;

Thence, South 19°30'23" West, 210.84 feet to a point on the south line of said Lot 1 and being the point of terminus for the centerline of this described strip of land;

The sidelines of said described strip of land shall lengthen or shorten to terminate at the south and north boundary lines of said Lot 1.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-15-1, vacating a 20 feet wide water line easement in the Riverstone West Silver Plat and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 1st day of September, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

PUBLIC HEARINGS



Finance Department Staff Report

Date: September 1, 2015
From Troy Tymesen, Finance Director
Subject: 2015-2016 Fiscal Year Financial Plan (Annual Appropriation)

Decision Point: To approve Ordinance No. 3514, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2015.

History: Each year Idaho code requires that the City Council approve an appropriations ordinance. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures (including interest and principal payments on debt) for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenues include a 1.75% increase in property tax revenue, no foregone property taxes and \$827,349 in new growth property taxes.

Decision Point: To approve Ordinance No. 3514, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2015.

ORDINANCE NO. _____

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015" APPROPRIATING THE SUM OF \$85,862,812 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

Section 1

That the sum of \$85,949,225 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2015.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$247,345
Administration	305,263
Finance Department	798,078
Municipal Services	1,587,774
Human Resources	264,861
Legal Department	1,200,180
Planning Department	558,908
Building Maintenance	497,773
Police Department	13,272,575
Drug Task Force	29,710
ADA Sidewalks	
COPS Grant	
Fire Department	13,567,735
General Government	49,250
Engineering Services	1,306,016
Streets/Garage	2,898,101
Parks Department	1,973,062
Recreation Department	723,984
Building Inspection	937,133
TOTAL GENERAL FUND EXPENDITURES:	<u>\$40,217,748</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$1,509,151
Community Development Block Grant	529,424
Impact Fee Fund	1,842,000
Parks Capital Improvements	524,000
Annexation Fee Fund	
Insurance / Risk Management	372,000
Cemetery Fund	304,272
Cemetery Perpetual Care Fund	127,500
Jewett House	29,355
Reforestation/Street Trees/Community Canopy	103,500
Arts Commission	7,300
Public Art Funds	324,000
TOTAL SPECIAL FUNDS:	<u>\$5,672,502</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$584,150
Water Fund	8,310,421
Wastewater Fund	16,265,161
Water Cap Fee Fund	850,000
WWTP Cap Fees Fund	2,500,000
Sanitation Fund	3,737,479
City Parking Fund	167,896
Drainage Fund	1,257,307
TOTAL ENTERPRISE EXPENDITURES:	<u>\$33,672,414</u>

FIDUCIARY FUNDS:	\$2,661,900
STREET CAPITAL PROJECTS FUNDS:	2,842,000
DEBT SERVICE FUNDS:	<u>882,661</u>
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$85,949,225</u>

Section 3

That a General Levy of \$17,987,893 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2015.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,839,529 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2015.

Section 5

The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt there from.

Section 6

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.


APPROVED by this Mayor this 1st day of September, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CITY COUNCIL STAFF REPORT

DATE: September 1, 2015 
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-15-3, Vacation of a portion of excess E. Sherman Avenue right-of-way adjoining the northerly boundary of Lots 1 and 2, Block A of the Boughton and Kelso Addition Plat.**

DECISION POINT

The applicant, Tombstone Investments, LLC, is requesting the vacation of a portion of excess right-of-way that adjoins the northerly boundary of their property on the south side of the 8th Street & Sherman Avenue intersection (728 E. Sherman Avenue).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Boughton and Kelso Addition Plat on April 15, 1903.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 382 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the strip of usable property.

PERFORMANCE ANALYSIS

The existing Sherman Avenue right-of-way fronting these parcels is wider than the adjoining lots and thus is not needed (see attached). Therefore, the vacation of this portion of right-of-way adjoining these parcels would not impact the City and would be a benefit to property owner. The area requested for vacation currently contains street trees. The applicant has agreed to sign an easement and agreement for street trees for the described property.

RECOMMENDATION

Staff recommends to the City Council to approve with the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Tombstone Investments, LLC.

SHERMAN AVENUE

EXISTING SIDEWALK

CALCULATED POINT
NOTHING FOUND OR SET

CALCULATED POINT
NOTHING FOUND OR SET

S88° 08' 22"E 86.50'

VACATED RIGHT OF WAY
382 sf

1/2" REBAR WITH YELLOW
PLASTIC CAP MARKED PLS 4182

CITY CONCRETE MONUMENT

N89° 54' 44"W 86.46'

VACATION
REQUEST

PARCEL #
C-1080-00A-001-A

LOT 1

LOT 2

LOT 3

N0° 04' 48"E 105.00'

S0° 06' 10"W 105.00'

EXISTING
BUILDING

EXISTING ASPHALT
DRIVE AND PARKING

EXISTING
BUILDING

EXISTING FENCE

1/2" REBAR WITH YELLOW
PLASTIC CAP MARKED PLS 4182

N89° 54' 44"W 86.50'

TEL POLE

1/2" REBAR WITH YELLOW
PLASTIC CAP MARKED PLS 4182

15' ALLEY
PER PLAT

PP

BLOCK A
BOUGHTON & KELSO ADDITION
(BOOK A, PAGE 115)

Line Table

Line #	Length	Direction
L1	5.76	N0°08'10"E
L2	3.09	S0°04'48"W



SCALE: 1" = 20'



3909 N SCHREIBER WAY STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE 208-676-0230
WWW.LAKECITYENGINEERING.COM

VACATION EXHIBIT

SHERMAN AVENUE at 8th STREET
SEC. 13, T50N, R4W, B.M., CITY CDA, K.C., ID

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 20'
DATE:	05/14/2015
JOB NO:	LCE 14-104
FILE	14-104-VAC R-WXBT.dwg

728 Sherman Right-of-Way



CITY COUNCIL STAFF REPORT

DATE: September 1, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-15-5, Vacation of a portion of excess Government Way right-of-way adjoining the westerly boundary of Lot 1, Block 1 of the Government Way Commercial Park Plat.

DECISION POINT

The applicant, Idaho Central Credit Union (ICCU), is requesting the vacation of a portion of excess right-of-way that adjoins the westerly boundary of their property on the northeast corner of Government Way and Walnut Avenue.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fort Sherman Abandoned Military Reserve Plat in the late 1800's.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 2,523 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the strip of usable property.

PERFORMANCE ANALYSIS

The existing Government Way right-of-way is approximately 115 feet wide. The roadway was rebuilt to its current and ultimate configuration in 1994. The existing five (5) lane street section with bike lanes and sidewalk are fully situated within the existing right-of-way. Although the roadway is within the right-of-way, it is not centered and there is a greater portion of excess right-of-way on the east half of the road than the west half, thus the ability to "vacate" right-of-way on the east.

The ICCU has requested a vacation of right-of-way that amounts to fourteen feet (14'), and, that area currently contains the site's drainage swale and business sign. Vacation of the right-of-way would place the swale and sign entirely on the subject property. Future expansion of Government Way is not likely due to the controlling factors of the existing businesses along the road, the fact that the I-90 Bridge would have to be reconstructed (unlikely), and that right-of-way costs to the north of Ironwood Drive would be cost prohibitive. Therefore, vacation of the portion of right-of-way adjoining the ICCU site would not impact the City and would be a benefit to a recently relocated financial institution that will benefit from it. The area requested for vacation currently contains street trees. The applicant has agreed to sign an easement and agreement for street trees for the described property.

RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Idaho Central Credit Union (ICCU).

1410 Gov't Way Right-of-Way

